



# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
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No. 7] NEW DELHI, SATURDAY, FEBRUARY 14, 1998/MAGHA 25, 1919

इस भाग में भिन्न पृष्ठ संख्या की जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(other than the Ministry of Defence)

वित्त मंत्रालय  
(राजस्व विभाग)

आदेश

नई दिल्ली, 27 जनवरी, 1998

स्टाम्प

MINISTRY OF FINANCE  
(Department of Revenue)

ORDER

New Delhi the 27th January, 1998

STAMPS

कां०आ० 319. — भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा मैं सतलुज इण्डस्ट्रीज लि०, भवानी मंडी, राजस्थान को मात्र छब्बीस लाख सत्तावन हजार आठ सौ बारह रु० पचास पैसे का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त कंपनी द्वारा जारी किए जाने वाले इक्कीस फीट छब्बीस लाख पच्चीस हजार रु० के समग्र मूल्य के 60-60 रु० के अंकित मूल्य वाले 35,43,750 शृण-पत्रों पर स्टाम्प शुल्क के कारण प्रभार्य है।

[सं० 3/98—स्टाम्प कां० सं० 15/9/97—ख०क०]

एस० कुमार, अव्वर सचिव

S.O. 319.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Satej Industries Limited, Bhawani Mandi, Rajasthan to pay consolidated stamp duty of rupees twenty six lakhs fifty seven thousand eight hundred twelve and paise fifty only chargeable on account of the stamp duty on 35,43,750 Deventures of the face value of rupees sixty each aggregating to rupees twenty one crores twenty six lakhs twenty five thousand only to be issued by the said company.

[No. 3/98-STAMPS-F, No. 15/9/97-ST]

S. KUMAR, Under Secy.

केन्द्रीय उत्पाद एवं सीमा शुल्क आयुक्त का कार्यालय

अधिसूचना संख्या : 01/1998

नागपुर, 13 जनवरी, 1998

का.आ. 320—श्री वी.वी. काले, अधीक्षक, केन्द्रीय उत्पाद एवं सीमा शुल्क आयुक्तालय नागपुर निवृत्तन की आयु प्राप्त करने पर दिनांक 31 दिसम्बर, 1997 को अपराह्न में शासकीय सेवा से निवृत्त हुए हैं।

[प.सं. II(7)4/97/स्था-I]

शशि मिज उप आयुक्त (कार्मिक एवं सतर्कता)

OFFICE OF THE COMMISSIONER OF CENTRAL  
EXCISE AND CUSTOMS

NOTIFICATION NO. 01/1998

Nagpur, the 13th January, 1998

S.O. 320.—Shri V. V. Kale, Superintendent, Central Excise and Customs, Nagpur Commissionerate having attained the age of superannuation retired from Government service in the afternoon of 31-12-1997.

[C. No. II(7)4/97/Estt. I]

SHASHI MINZ, Dy. Commissioner (P&V)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 29 जनवरी, 1998

का.आ. 321.—पेट्रोलियम और खनिज पाइप लाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. 426 तारीख 31-1-97 द्वारा भारत सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के अधिकार को पाइप लाइन बिछाने के लिए अर्जित करने का आशय घोषित किया था।

अतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

तत्पश्चात् भारत सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इन अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए भारत सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन लिए एतद्वारा अर्जित किया जाता है।

इस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार निर्देश देती है कि उक्त भूमियों में अधिकार भारत सरकार में निहित होने के बजाए गैस अथारिटी आफ इंडिया लिमिटेड में सभी वाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

नरसापुर से कोवूर गैस पाइप लाइन प्रोजेक्ट अधिनियम 6(i)

जनपद	तहसील	ग्राम	सर्वे नं.	क्षेत्रफल (हेक्टे/एकड़ में)	विवरण
पश्चिम गोदावरी	पोडूरु	साट्टपय	170/भाग	0.0050	जी पी
			173/1 भाग	0.0400	
			174/भाग	0.0550	जी. पी.
			कुल	0.1000	अथ 0.25 सेंटेम

[सं. एल-14016/14/93-जी पी (पार्ट) ]

आई.एस.एन. प्रसाद, उप सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 29th January, 1998

S.O. 321.—whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. 426 Dated 31-1-97 under sub-section (1) of section 3 of the petroleum and Minerals Pipelines (Acquisition of Right of User in land, Act 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline.

And Whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government.

And Further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now Therefore, in exercise of the power conferred by sub-section (1) of the section 6 of the said Act the Central Government hereby declares that the right of user in the said lands specified in the schedule to this appended notification hereby acquired for laying the pipeline.

And Further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd. free from all encumbrances.

### SCHEDULE

#### NARASAPURAM—KOVUVRU GAS PIPE LINE PROJECT FOR SECTION 6-(i) Notification

District	Mandal	Village	Survey Nos.	Area (In Hect. Acres)	Remarks
1	2	3	4	5	6
West Godavari	Poduru	Matta Parru	170/Part	0.0050	G.P.
			173/1 Part	0.0400	
			174/Part	0.0550	G.P.
				0.1000	ORAC 0.25 cents

[No. L-14016/14/93-GP(Pt.)]  
I.S.N. PRASAD, Dy. Secy.

शुद्धि पत्र

नई दिल्ली, 29 जनवरी, 1998

का.आ. 322 :—भारत के राजपत्र दिनांक 7-9-94 के भारत के भाग-II खंड 3 खंड (ii) में पेट्रोलियम और प्राकृतिक गैस मंत्रालय, भारत सरकार के का. आ. संख्या 41 (अ) दिनांक 8-10-94 के पेट्रोलियम और खनिज पार्श्व लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा की उपधारा (1) के अंतर्गत प्रकाशित अधिसूचना जो कि ग्राम मट्टपूरु मंडल पोडुरु जनपद पश्चिम गोदावरी आं.प्र. के संबंध में थी की निम्नानुसार पढ़ा जाये।

राजपत्र के अनुसार		निम्न संशोधन के अनुसार पढ़ा जाये	
मर्दी सं.	क्षेत्रफल हेक्टेयर में	सर्दी सं.	क्षेत्रफल हेक्टेयर में
1. 124-1 ए 2 भाग	0.0750	124/1 से 2 भाग	0.1800
2. 152/4 भाग	0.0700	152/4 भाग	0.1550

[संख्या एल-14016/14/93-जी.पी. (पार्टे)]  
आई० एस० एन० प्रसाद, उप सचिव

### CORRIGENDUM

New Delhi, the 29th January, 1998

S.O. 322.—In the Gazette of India, Ministry of Petroleum and Natural Gas S.O. No. 2641, dated 7-09-94 published in the Gazette No. 41, dated 08-10-94 under Sub-Section (i) of Section 3 of the Petroleum and

Mineral Pipe Line (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) in respect of village Mattaparru Mandal Poduru, District West Godavari be read as follows :

As per Gazette			Be Read as Corrected Below		
Sl. No.	Survey No.	Sub-Div. No. Area in Hectares	Survey No.	Sub-Div. No. Area in Hectares	
1	2	3	4	5	6
01.	124	1A2 Part	124	1A2 Part	0.1800
02.	152	4 Part	152	4 Part	0.1550

[No. L-14016/14/93-G.P.(Pt)]

I.S.N. PRASAD, Dy. Secy.

कृषि मन्त्रालय

(पशुपालन एवं डेयरी विभाग)

नई दिल्ली, 02 फरवरी, 1998

नार्क पक्षी एनफ्लूजा (फाउल फ्लू) के वायरस को खत्म करने की सुनिश्चय किया जा सके।

[फाइल संख्या 50-4/84-एल.डी.टी. (ए. क्यू.)]

गोविन्द रा० पटवर्धन, संयुक्त सचिव

का.आ. 323.—इस विभाग की दिनांक 7 जनवरी, 1998 की समसंख्यक अधिसूचना का अधिक्रमण करने हुए तथा पशुधन आयात अधिनियम, 1898 (1898 का 9) के खण्ड 2 की धारा (ख) तथा खण्ड-3 के उपखण्ड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार आस्ट्रेलिया, चीन, इटली, नेपाल तथा पाकिस्तान में पक्षी एनफ्लूजा के कथित प्रकोप को देखते हुए इन देशों में इस अधिसूचना की जारी होने की तारीख से छ. महीने की अवधि के लिए भारत में पालतू तथा जंगली पक्षियों, एक दिन पुराने चूड़ों, टर्की चूड़ों तथा अन्य नए उत्पादों पक्षी प्रजातियों, अंडज उत्पत्तिशाला अंडों, पालतू और जंगली पक्षियों के बीजों, पालतू और जंगली पक्षियों के ताजे मांस, पशु आहार के उपयोग के लिये अथवा औद्योगिक उद्देश्यों के लिये पशु मूल (पक्षियों से) के उत्पादों रोगात्मक सामग्री तथा जैविक उत्पादों (पक्षियों से) जिन्हें प्रसंस्कृत नहीं किया गया है, के आयात पर एनफ्लूजा प्रतिबंध लगानी है

## MINISTRY OF AGRICULTURE

(Department of Animal Husbandry &amp; Dairying)

New Delhi, the 2nd February, 1998

S.O. 323.—In supersession of this department's notification of even number dated 7th January, 1998 and in exercise of powers conferred by Clause (b) of Section 2 and sub-section (i) of Section 3 of the Livestock Importation Act, 1898 (8 of 1898), the Central Government hereby prohibits import into India of domestic and wild birds; day old chicks, turkeys poults and other newly-hatched avian species; hatching eggs; semen of domestic and wild birds; fresh meat of domestic and wild birds; products of animal origin (from birds) destined for use in animal feeding or for industrial use; pathological material and biological products (from birds) which have not been processed to ensure the destruction of Avian Influenza (Fowl Plague) virus from Australia, China, Italy, Nepal and Pakistan for a period of 6 months from the date of issue of this notification in view of reported outbreak of avian influenza in these countries.

[File No. 50-4/84-LDT(AQ)]

G. R. PATWARDHAN, Jt. Secy.

नई दिल्ली, 04 फरवरी, 1998

का.आ. 324.—पशुधन अधिनियम 1898 (1898 का अधिनियम 9) के खंड 3 के उपखंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार, कृषि मंत्रालय के अधिसूचना संख्या 50-22/77-एल.डी.टी. (ए.क्यू.)/भाग-2 दिनांक 30-8-88 का अतिक्रमण करते हुए, केन्द्रीय सरकार निम्नलिखित देशों में पशुओं की अश्वीय प्रजातियों के आयात का तत्काल प्रभाव से प्रतिबंधित करती है :—

- (1) आस्ट्रेलिया :
- (2) बेल्जियम :
- (3) दान्मार्क :
- (4) ब्राजील :
- (5) चैंक गणराज्य :

- (6) डेन्मार्क :
- (7) फिनलैंड :
- (8) फ्रांस :
- (9) जर्मनी :
- (10) इटली :
- (11) जापान :
- (12) मैकडोनिया गणराज्य :
- (13) नीदरलैंड्स :
- (14) नार्वे :
- (15) स्लोवेन गणराज्य :
- (16) स्वीडन :
- (17) स्वीटजरलैंड : आर.
- (18) यूनाइटेड किंगडम

अथवा किसी ऐसे अन्य देश के जिसकी अश्वीय प्रजाति भारत में आयात करने के लिए आयात करने से पहले विगत दो वर्षों के दौरान उपरलिखित देशों से आई हों अथवा वहां पाली गई हों अथवा वहां की यात्रा की हो मिलाय 7 वर्ष आयु के नर अश्वीय प्रजाति तथा 5 वर्ष आयु की मादा अश्वीय प्रजाति जो प्रजनन स्टाक के कभी सम्पर्क न रही हों।

बनते कि अधिनियम में विनिर्दिष्ट स्वास्थ्य अपेक्षाओं के अलावा, अश्वों को भारत में आयात करने समय प्राधिकृत पशुचिकित्सक का पशुचिकित्सा स्वास्थ्य प्रमाणपत्र साथ हो जिसमें यह उल्लेख हो कि पशु पिछले एक वर्ष के दौरान प्रजनन स्टाक के सम्पर्क में नहीं रहा है तथा निर्यात के लिए जहाज पर चढ़ाने से तीन दिन पूर्व के दौरान मानक जीवाणु-समूह के तीन क्रमबद्ध परीक्षणों में इन पशुओं के शिशुमुण्डच्छद, मूत्रमार्ग तथा योनि, सर्बिकस में एकत्रित पाह्रा पेशीजनिक माइक्रो-आर्गेनिज्म विणेषकर तबलोगेन्या इक्वीजेनिटेलिस के लिए नकारात्मक पाया गया है।

इस शर्त पर भी कि भारत में पहुंचने पर ऐसे आयातित अश्वों को सरकारी संगरोध केन्द्र में कम से कम 30 दिनों की अवधि के लिए संगरोध में रखा जाएगा। इस संगरोध अवधि के दौरान, आयातित अश्वों की साप्ताहिक अंतरालों पर तीन क्रमबद्ध अवसरों पर मान्यता प्राप्त प्रयोगशालाओं द्वारा बैक्टेरियॉजिकल तथा मरुलोजिकल जांच की जाएगी और संसर्गजन्य अश्व में मैट्रितिस संक्रामक रोग से मुक्त पाए जाने के बाद, अन्य स्टाक के साथ मिलने की अनुमति प्रदान की जाएगी तथा संगरोध अधिकारी द्वारा अश्वों की विहित अनुसूची में निर्धारित स्वास्थ्य प्रोटोकाल के अनुसार जांच-पड़ताल की जाएगी।

अश्वों का आयात, दिल्ली कलकत्ता, मुम्बई तथा चेन्नई स्थित अंतर्राष्ट्रीय हवाई अड्डों से ही किया जाएगा।

#### (अनुसूची)

अश्व आयात के लिए स्वास्थ्य प्रोटोकाल

1. अश्व ऐसे देश से आने चाहिए जो अफ्रीकन अश्व रोग से मुक्त हों।

1(क) सम्पूर्ण प्रजनक अश्वों के मामले में, अश्वों के आयात की अनुमति केवल प्रजनन प्रयोजनों के लिए दी जाएगी।

2. अश्व के निर्यात के ठीक पहले से एक सौ अस्सी दिनों के दौरान, अश्वों को किसी ऐसे देश में नहीं ले जाया गया हो जहां इसके निर्यात के तुरन्त पूर्व विगत दो वर्षों में कोई अफ्रीकन अश्व रोग उत्पन्न हो चुका हो।

3. अश्व को अनुमोदन सरकार पशु संगरोध केन्द्र में 30 दिन के लिए अलग से रखा गया हो तथा उस पर निम्नलिखित परीक्षण किए गए हों।

रोग	नैदानिक जांच	
मैलेरिया	मैलिग्रन/सी.एफ.टी.	पशुओं को जहाज पर चढ़ाने के 15 दिन पहले
डॉरीन	सी.एफ.टी.	पशुओं को जहाज पर चढ़ाने के 15 दिन पहले।
अश्व संक्रामक रोग एंतिमिया	कार्गील्स (डम्पनोडिफ्यूजन परीक्षण)	पशुओं को जहाज पर चढ़ाने के 30 दिन पहले
संक्रामक अश्व अर्बोरेशन (सन्मोनेल्ला अर्बोर्टन अश्व)	सैरम अग्लुटिनेशन परीक्षण (एक/तीन हजार से ज्यादा टाइटर नहीं)	पशुओं को जहाज पर चढ़ाने के 15 दिन पहले
अश्व विषाणु आर्टिगटिस (इ.वी.ए.)	विषाणु न्यूटलाइजेशन जांच/सी.एफ.टी.	पशुओं को जहाज पर चढ़ाने से पहले 28 दिनों के दौरान चौदह दिनों के अंतराल में कम से कम दो बार रोग मुक्त घोषित किया जाए।
एक्वीन मोगाविली वायरस	सैरम न्यूटलाइजेशन परीक्षण	

टिप्पणी: ऐसे रोगों के संबंध में परीक्षण अनिवार्य नहीं है जो निर्यातक देश में नहीं पाए जाते हैं तथापि, रोग से मुक्ति का एक प्रमाणपत्र प्रस्तुत किया जाना चाहिए।

4. जहाज पर चढ़ाने समय या जहाज पर चढ़ाने से तीन माह पूर्व अश्वों में संक्रामक और संसर्गजन्य रोगों के कोई नैदानिक चिह्न या लक्षण नहीं दिखाई देने चाहिए जिसमें शामिल हैं—थ्रोक्रीक हाई सिन्ड्रोम, एपीज़ूटिक लिमफेनोजिटिस, अल्सरेटिव लिमफेनोजिटिस ट्राइपैनसोमियासिस, डाउरिन, इक्वीन पीरोप्लासमोसिस, इक्वीन रिश्चो-न्यूमोनिटिस, इक्वीन एन्सीफलोमाइलिटिस, इक्वीन एन्फेल्जो, इक्वीन इनफेक्सियस एनीमिया, पोटीमैक हाई फीवर, सेटा वायरस और ब्रैसीकुलर, स्टोर्मेटिस।

5. जहाज पर चढ़ाने से पूर्व अश्वों को तीन माह के लिए ऐसे संस्नान में रखना चाहिए जहां किसी भी तरह के संसर्गजन्य या संक्रामक रोग की कोई सूचना नहीं पाई गई हो और न ही ऐसे रोगों की सूचना उग के आस-पास बीस किलोमीटर के दायरे में मिली हो।

6. निर्यात करने से पहले सभी पशुओं का एक्वीन का एन्सैल्जा (क्लिनड) वाक्सेड वैक्सीन का डी.क. से टीकाकरण करना चाहिए। और अंतिम टीकाकरण जहाज पर चढ़ाने से पंद्रह से तीन दिनों के भीतर होना चाहिए।

7. अश्वों को ले जाने में प्रयोग किए गए सभी उपकरणों, पात्रों, वाहनों और जहाज या वायुयान के भागों को, सरकारी पशुचिकित्सा प्राधिकारियों द्वारा अनुमोदित रोगाणुनाशी दवा से साफ और विस्फुरित किया गया हो।

8. भारत में आयात करने के बाद अश्वों को कम से कम तीस दिनों की अवधि के लिए सरकारी संगरोध केन्द्र या ऐसे परिसर में रखना चाहिए जो विशेष रूप से इस उद्देश्य के लिए कृषि मंत्रालय द्वारा अनुमोदित हो। इस संगरोध अवधि के दौरान अश्वों की साप्ताहिक अंतरालों पर तीन क्रमबद्ध अवसरों पर मान्यताप्राप्त प्रयोग-शालाओं द्वारा संसर्गजन्य अश्व मैट्रिसिस संक्रामक रोग के लिए मानक जीवाणु समूह तथा सैलाजिकल जांच की जाएगी तथा संसर्गजन्य अश्व मैट्रिसिस रोग से मुक्त पाए जाने के बाद अन्य स्टॉक के साथ मिलने की अनुमति प्रदान की जाएगी।

9. इन देशों के अलावा अन्य देशों से आयातित अश्वों को :—

- (1) आस्ट्रिया
- (2) बेल्जियम
- (3) बोस्निया
- (4) ब्राजील
- (5) चेक गणराज्य
- (6) डेनमार्क
- (7) फिनलैंड
- (8) फ्रांस
- (9) जर्मनी
- (10) इटली
- (11) जापान
- (12) मैकेडोनिया गणराज्य
- (13) नीदरलैंड
- (14) नार्वे
- (15) स्लोवेक गणराज्य
- (16) स्वीडन
- (17) स्वीट्जरलैंड, आंग
- (18) यूनाइटेड किंगडम

9.1 निर्यातक देश से निर्यात के लिए जहाज पर चढ़ाने से पूर्व शुरू होने वाली 12 माह की अवधि के दौरान उपरोक्त किसी भी देश में नहीं रखा गया हो।

9.2 निर्यातक देश के प्राधिकृत पशुचिकित्सक का इस संबंध में प्रमाणपत्र साथ होना चाहिए कि सर्वप्रथम देश निर्यात के तुरन्त पूर्व से तीन वर्षों के दौरान अश्व संसर्गजन्य गर्भाशय शीघ्र रोग से मुक्त रहा है।

[फाइल सं. 50-22/77-एल.डी.टी. (ए. क्यू.)/पाठ]

गोविन्द रा. पटवर्धन, संयुक्त सचिव

New Delhi, the 11th February, 1998

S.O. 324.—In exercise of the powers conferred by sub-section (1) of section 3 of the Livestock Importation Act 1898 (Act 9 of 1898) and in supersession of the notification of the Government of India in the Ministry of Agriculture No. 50-22/77-LDT(AQ):Part. II dated the 30th August, 1988, the Central Government hereby prohibits with immediate effect import of equine species of animals from the following countries, namely :—

- (i) Austria;
- (ii) Belgium;
- (iii) Bosnia;
- (iv) Brazil;
- (v) Czech Republic;
- (vi) Denmark;
- (vii) Finland;
- (viii) France;
- (ix) Germany;
- (x) Italy;

- (xi) Japan;
- (xii) Macedonia Republic;
- (xiii) Netherlands;
- (xiv) Norway;
- (xv) Slovak Republic;
- (xvi) Sweden;
- (xvii) Switzerland; and
- (xviii) United Kingdom.

or from any other country whose equine stock meant for import into India had originated from or been reared in or visited by any of the above specified countries during the immediate past two years prior to importation, except males upto seven years and females upto five years of age which have never been in contact with the breeding stock.

Provided that, in addition to the health requirements specified under the Act, the equines to be imported into India are accompanied by a Veterinary Health Certificate from an authorised Veterinarian stating that the animals have not been in contact with the breeding stock during the last one year and that the swabs collected from prepuce, urethra and vagina, cervix of these animals were found negative for pathogenic micro-organisms specifically *Taylorella equigenitalis*, by standard culture on three consecutive testing during the thirty days immediately prior to embarkation for export;

Provided further that, such imported equines on arrival in India shall be kept in quarantine for a minimum period of thirty days at the Government Quarantine Stations. During this quarantine period the imported equines shall be subjected to bacteriological and serological examinations by recognised laboratories, on three consecutive occasions, conducted at weekly intervals and shall be permitted to mix with other stock only when declared negative for contagious equine metritis infection and Quarantine Officer shall examine the equine as per health protocol specified in the Schedule;

The equines shall be imported through the international airport of Delhi, Calcutta, Mumbai and Chennai only.

## (Schedule)

## Health protocol for importation of Equines

1. The equines should come from a country free from African Horse Sickness.

1(a) In case of Thoroughbred horses import will be allowed for breeding purposes only.

2. During one hundred eighty days immediately prior to export the equine should have not visited any country where African Horse Sickness occurred since past two years immediately preceding to export.

3. The equine in question has been kept in isolation for thirty days in approved Government quarantine station and subjected to the following tests :

Disease	Diagnostic test	
Glanders	Mallein/CFT	Fifteen days before embarkation.
Dourine	CFT	Fifteen days before embarkation.
Equine Infectious Anaemia	Coggins (Immuno-diffusion test)	Thirty days before embarkation.
Infectious Equine Abortion (Salmonella abortus equi)	Serum Agglutination test (titre not greater than one/ three thousand)	Fifteen days before embarkation.
Equine Viral Arteritis (EVA)	Virus Neutralisation test/CFT.	Two occasions at least fourteen days apart with negative result during twenty eight days prior to shipment.
Equine Morbilli Virus	Serum Neutralisation test.	

N.B. : No testing is necessary in respect of such diseases which do not occur in the exporting country. However, a certificate should be furnished for the freedom of the disease.

4. The equines should not show any clinical signs or symptoms of infections or contagious diseases including African Horse Sickness, epizootic lymphangitis, ulcerative lymphangitis, Trypanosomiasis, Dourine, equine piroplasmosis, equine rhinopneumonitis, equine encephalomyelitis, equine influenza, equine infectious anaemia, potomac horse fever, getah virus and vesicular stomatitis on the day of shipment and during the three months prior to shipment.

5. The equines have to be kept for three months prior to shipment in an establishment where no infection or contagious disease was reported and no such diseases reported in a radius of twenty kilometers around such establishment.

6. All animals prior to export should have been properly vaccinated with equine influenza (Killed) bivalent vaccine and the last vaccination should be within fifteen to thirty days prior to embarkation.

7. All equipment, containers, vehicles and parts of the vessels or aircraft used for transportation of the equines were cleaned and disinfected using disinfectant approved for the purpose by the Government Veterinary Authorities.

8. After import in India the equines should be kept in quarantine for a minimum period of (thirty) days at the Government Quarantine Station or premise, specifically approved by the Ministry of Agriculture for this purpose. During this quarantine period of equines shall be subjected to standard culture and serological examination for contagious equine metritis infection by a recognised laboratory on three consecutive occasions at seven days intervals and shall be permitted to mix with other stock only when declared negative for contagious equine metritis infection.

9. Equines imported from countries other than :—

- (i) Austria;
- (ii) Belgium;
- (iii) Bosnia;

- (iv) Brazil;
- (v) Czech Republic;
- (vi) Denmark;
- (vii) Finland;
- (viii) France;
- (ix) Germany;
- (x) Italy;
- (xi) Japan;
- (xii) Macedonia Republic;
- (xiii) Netherlands;
- (xiv) Norway;
- (xv) Slovak Republic;
- (xvi) Sweden;
- (xvii) Switzerland; and
- (xviii) United Kingdom.

9.1 Must not have been boarded in any of the above countries during the period commencing twelve months prior to embarkation for export from the exporting country.

9.2 Must be accompanied by a certificate from an authorised veterinarian of the exporting country to the effect that the country concerned has remained free of contagious equine metritis disease during the three years immediately prior to export.



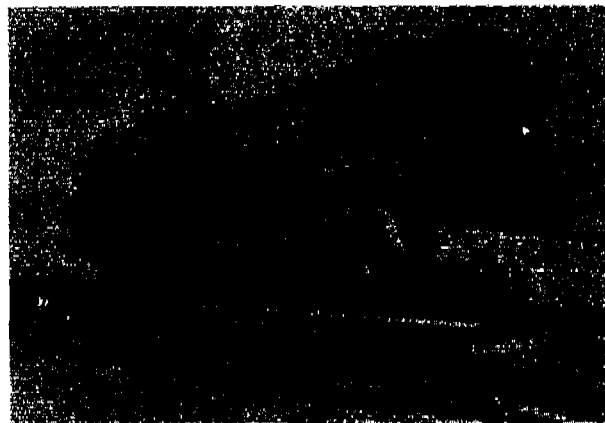
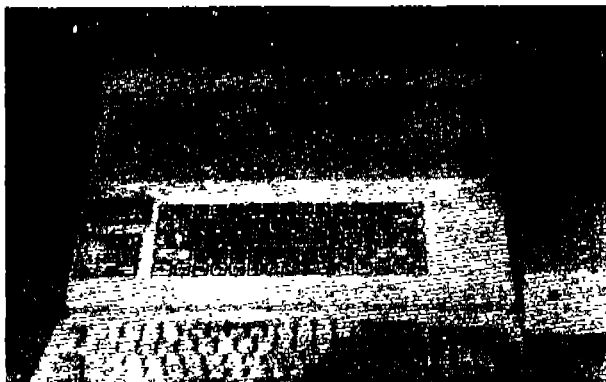
## खाद्य और उपभोक्ता मामले मंत्रालय

( उपभोक्ता मामले विभाग )

नई दिल्ली, 29 जनवरी, 1998

का. आ. 325.— केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट (नीचे आकृति देखिए) पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि अविरत उपयोग की अवधि में यथार्थता बनाए रखेगा और परिवर्तित दशाओं में उपयुक्त सेवा देता रहेगा;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वर्ग III शुद्धता श्रृंखला में बी द्वारा डब्ल्यू टाइप की स्वयं सूची अस्वचालित इलैक्ट्रॉनिक भार तुला के माडल का जिसका ब्रांड नाम "जय पान" है (जिसे इसमें इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मैसर्स जय कम्प्यूटर्स प्रा. लि., ई-16 एक्सेस्ट, जाडदेव, मुम्बई-400034 द्वारा किया गया है और जिसका अनुमोदन चिह्न आई. एन. डी./09/97/33 समानुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।



( आकृति )

यह माडल (आकृति देखिए) मध्यम शुद्धता (शुद्धता वर्ग III) का तुला यंत्र है, जिसकी अधिकतम क्षमता 30000 किलोग्राम और न्यूनतम क्षमता 100 किलोग्राम है। सत्यापन मापमान अन्तर (ई) 5 किलोग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित प्रभाव है। उद्धार ग्राही आयताकार का है जिसकी भुजाएं  $9 \times 3$  मीटर है। लैंड संप्रदर्शन तुलन परिणाम उपदर्शित करता है। यंत्र 230 वोल्ट 50 हर्ट्ज आकृति पर प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

इसके अतिरिक्त केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषित करती है कि उक्त माडल के अनुमोदन प्रमाणपत्र के अंतर्गत इसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और सामग्री जिससे अनुमोदित माडल का विनिर्माण किया गया है, के अनुसार विनिर्मित इसी श्रृंखला के समरूप मेक, शुद्धता और निष्पादन वाले 10 टी/5 किलोग्राम, 20 टी/5 किलोग्राम, 40 टी/10 किलोग्राम, 50 टी/10 किलोग्राम और 60 टी/10 किलोग्राम अधिकतम क्षमता वाले तुलन यंत्र भी हैं।

[फा. सं. डब्ल्यू एम - 21(09)/94]

राजीव श्रीवास्तव, अपर सचिव

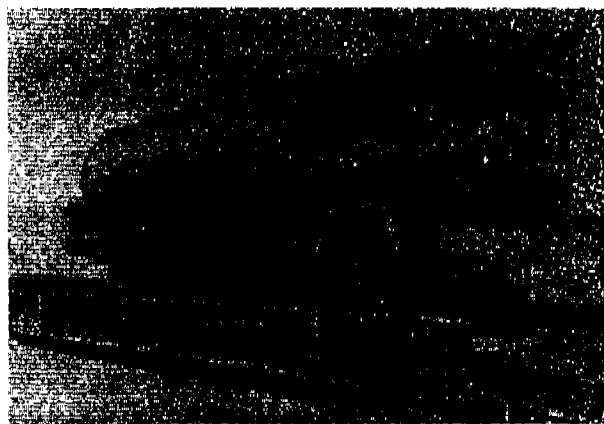
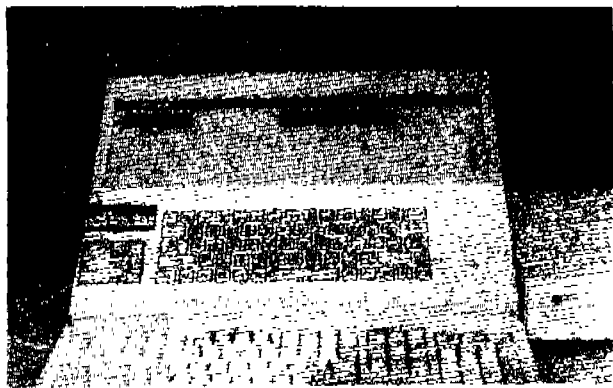
**MINISTRY OF FOOD AND CONSUMER AFFAIRS****(Department of Consumer Affairs)**

New Delhi, the 29th January, 1998

**S.O. 325.**— Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating, non-automatic, electronic weighbridge of type "WBR" series of class III accuracy (Medium accuracy) and with brand name "JAY-PAN" (hereinafter referred to as the Model) manufactured by M/s. Jay Computers Private Limited, E-16, Everest, Tradeo, Mumbai-400034, and which is assigned the approval mark IND/09/97/33;

The Model (see figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 30000 kg. and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of rectangular section of sides 9 × 3 metre. The LED display indicates the weighing result. The instrument operates on 230 volts and frequency 50 Hertz, alternate current power supply.



(figure)

Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 10t/5kg, 20t/5kg, 40t/10kg and 50t/10kg and 60t/10kg manufactured by the same manufacture in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[File No. WM-21 (9)/94]

RAJIV SRIVASTAVA, Addl. Secy.

## नागरिक पूति, उपाभोक्ता मायले और सार्वजनिक वितरण मंत्रालय

## भारतीय मानक ब्यूरो

नई दिल्ली, 15 जनवरी, 1998

का.आ. 326- भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस/जिन भारतीय मानक/मानकों, का/के विवरण नीचे अनुसूची में दिया गया है/दिए गए हैं; वह/वे स्थापित हो गया है/हो गए है।

## अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नए भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 1264: 1997—पीतल की गुरुत्व-उष्मा ढलाइयां—विशिष्ट (चौथा पुनरीक्षण)	आईएस 1264: 1989	97-08-31
2.	आईएस 1269 (भाग 1): 1997—माप विज्ञान—लम्बाई मापन उपकरण भाग 1 धात्विक तथा कांच रेशों का बुना हुआ मापन टेप (दूसरा पुनरीक्षण)	—	97-07-31
3.	आईएस 1367 (भाग 19): 1997—औद्योगिक बन्धक—इस्पात के लूझीदार बन्धक—सकनीकी पूति शर्तें भाग 19 काबलें, पेंच एवं स्टड्स का अक्षीय भार आन्ति परीक्षण	—	97-05-31
4.	आईएस 1801: 1997—सिट्रनेलाल—विशिष्ट (तीसरा पुनरीक्षण)	आईएस 1801: 1988	97-03-31
5.	आईएस 1851: 1997—एकल प्रचालक टाइप आर्कवेल्डन ट्रांसफार्मर—विशिष्ट (तीसरा पुनरीक्षण)	आईएस 1851: 1975	97-03-31
6.	आईएस 2635: 1997—सी सी विद्युत बेल्टन जनित्र—विशिष्ट (तीसरा पुनरीक्षण)	आईएस 2635: 1975	97-09-30
7.	आईएस 3982: 1997—विकलांगों संबंधी उपकरणों में अंतर के लिए मेचरूम—विशिष्ट (पहला पुनरीक्षण)	आईएस 3982: 1966	97-09-30
8.	आईएस 4339: 1997—घरेलू सिलाई मशीन—मुई दंड लिक स्टड—विशिष्ट (पहला पुनरीक्षण)	आईएस 4339: 1967	97-09-30
9.	आईएस 4923: 1997—खोखले इस्पात के खंड संरचनात्मक प्रयोग के लिए—विशिष्ट (दूसरा पुनरीक्षण)	आईएस 4923: 1985	97-09-30
10.	आईएस 5347 (भाग 8): 1997—अस्थि अन्तर्रोपणों की अपेक्षाएं भाग 8 ठंडे रूप से जड़ने योग्य कोबाल्ट-क्रोमियम-निकल-मौलीब्डेनम-लोह मिश्रधातु (पहला पुनरीक्षण)	आईएस 5347 (भाग 8): 1984	97-08-31
11.	आईएस 5347 (भाग 13): 1997—अस्थि अन्तर्रोपणों की अपेक्षाएं भाग 13 पिटवा उच्च नाइट्रोजन स्टेनलैस इस्पात	—	97-08-31
12.	आईएस 5347 (भाग 14): 1997—अस्थि अन्तर्रोपणों की अपेक्षाएं भाग 14 पिटवा टाइटेनियम 5—एल्यूमिनियम, 2, 5-लोह मिश्रधातु	—	97-08-31

(1)	(2)	(3)	(4)
13.	आईएस 5347 (भाग 15) : 1997—ग्रस्थि अन्तर्दोषों की अपेक्षाएं भाग 15 पिटयां टाइटेनियम 6—एल्यूमीनियम 7—नाथोबिमम मिश्रधातु	—	97-08-31
14.	आईएस 5504 : 1997—सर्पिल वैलिडन पाठ्य—विशिष्ट (पहला पुनरीक्षण)	आईएस 5504 : 1969	97-09-30
15.	आईएस 6363 : 1997—कार्य अध्ययन की पारिभाषिक शब्दावली (पहला पुनरीक्षण)	आईएस : 6363 : 1972	97-05-31
16.	आईएस 7237 : 1997—क.रोब कीन गेम, खाद्य ग्रेड—विशिष्ट (पहला पुनरीक्षण)	आईएस 7237 : 1974	97-09-30
17.	आईएस 7436 (भाग 2) : 1997—नदी घाटी परियोजनाओं में संरचनाओं के लिए मापों के प्रकारों की मार्गदर्शिका और मापन उपकरणों के चुनाव व अस्थापन की कसौटी भाग-2 कंक्रीट और चिनाई वाले बांधों के लिए (पहला पुनरीक्षण)	आईएस 7436 (भाग 2) : 1976	97-06-30
18.	आईएस 7490 : 1997—पुनर्रचित रबड़—विशिष्ट (पहला पुनरीक्षण)	आईएस 7490 : 1970	97-07-31
19.	आईएस 7908 : 1997—सल्फर डाई-आक्साइड, खाद्य ग्रेड—विशिष्ट (पहला पुनरीक्षण)	आईएस 7908 : 1975	97-09-30
20.	आईएस 8642 : 1997—ग्रस्थि अन्तर्दोषों के लिए एक्रिलिका रोलबार सीमेंट (दूसरा पुनरीक्षण)	आईएस 8641 : 1984	97-08-31
21.	आईएस 8904 : 1997—अयस्क—विशिष्ट (पहला पुनरीक्षण)	आईएस 8904 : 1978	97-06-30
22.	आईएस 8979 : 1997—टेढ़ा मिथाइल बाइराम डाईनोक्साइड—विशिष्ट (दूसरा पुनरीक्षण)	आईएस 8979 : 1986	97-06-30
23.	आईएस 11536 : 1997—संसाधित धातु से निर्मित मिश्र धातु (पहला पुनरीक्षण)	आईएस 11536 : 1985	97-09-30
24.	आईएस 11686 : 1997—आइसोप्रोपाइल अलकोहल, खाद्य ग्रेड—विशिष्ट (पहला पुनरीक्षण)	आईएस 11686 : 1986	97-09-30
25.	आईएस 12333 : 1997—दूध, क्रीम तथा बाष्पित दूध—कुल ठोस अंश ज्ञात करना (रिफरेन्स पद्धति) (पहला पुनरीक्षण)	आईएस 12333 : 1988	97-10-31
26.	आईएस 13360 (भाग 3/अनु 2) : 1997—प्लास्टिक—परीक्षण पद्धतियां भाग 3 भौतिक और आयासीय गुणधर्म अनु 2 संचकन सामग्री का आभासी घनत्व ज्ञात करना जिसे एक विशेष फनल से बढ़ाया जा सके।	—	97-09-30
27.	आईएस 13360 (भाग 3/अनु 3) : 1997—प्लास्टिक—परीक्षण पद्धतियां भाग 3 भौतिक और आयासीय गुणधर्म अनु 3 संचकन सामग्री का आभासी घनत्व ज्ञात करना जिसे एक विशेष फनल से न बढ़ाया जा सके।	—	97-09-30
28.	आईएस 13360 (भाग 6/अनु 3) : 1997—प्लास्टिक—परीक्षण पद्धतियां भाग 6 तापीय गुणधर्म अनुभाग 3 भार के अधीन विकोपण का तापमान—सामान्य परीक्षण पद्धति	—	97-07-31

(1)	(2)	(3)	(4)
29.	आईएस 13360 (भाग 6/अनु 4) : 1997—प्लास्टिक— परीक्षण पद्धतियां भाग 6 तापीय गुणधर्म अनु. 4 लघु ज्वाला दहन स्रोत में क्षैतिज और ऊर्ध्वाध्र ज्वलन प्राचरण जात करना	---	97-09-30
30.	आईएस 13360 (भाग 17) : 1997—प्लास्टिक—परीक्षण पद्धतियां भाग 6 तापीय गुणधर्म अनु. 17 भार के अधीन विक्षेपण का तापमान प्लास्टिक तथा इमोलाइट	---	97-08-31
31.	आईएस 13360 (भाग 8/अनु 3) : 1997—प्लास्टिक— परीक्षण पद्धतियां भाग 8 स्थायी/रासायनिक गुणधर्म अनु 3 जल सहित द्रव रासायनिकों का प्रभाव जात करना	---	97-07-31
32.	आईएस 13360 (भाग 8/अनु 5) : 1997—प्लास्टिक— परीक्षण पद्धतियां भाग 8 स्थायी/रासायनिक गुणधर्म अनु. 5 प्लास्टिसाइजर का माइग्रेशन जात करना	---	97-09-30
33.	आईएस 13360 (भाग 11/अनु 7) : 1997—प्लास्टिक— परीक्षण पद्धतियां भाग 11 विशेष गुणधर्म अनु. 7 कार्बनिक विलापकों द्वारा द्रव्य निष्कर्षण योग्यता जात करना	---	97-08-30
34.	आईएस 13360 (भाग 9/अनु 4) : 1997—प्लास्टिक— परीक्षण पद्धतियां भाग 9 प्रकाशिक गुणधर्म अनुभाग 4 रंगक आब का गुणात्मक मूल्यांकन	---	97-08-30
35.	आईएस 13452 (भाग 6) : 1997—फेरो क्रोमियम का रासायनिक विश्लेषण भाग 6 निम्न कार्बन फेरा क्रोमियम का निर्धारण	---	97-08-30
36.	आईएस 13730 (भाग 31) : 1997—विशेष प्रकार के कुण्डलन तारों के लिए विशिष्ट भाग 31 कांच—रेशा कुण्डलित, पॉलिस्टर अथवा पॉलिस्टरकृत वार्निश—उपचारित, अनावृत अथवा इन्सुलित आयाताकार तांबे के तार, तापमान सूचकांक 180	---	97-09-30
37.	आईएस 13730 (भाग 32) : 1997—विशेष प्रकार के कुण्डलन तारों के लिए विशिष्ट भाग 32 कांच—रेशा कुण्डलित, पॉलिस्टर अथवा पॉलिस्टरकृत वार्निश उपचारित, अनावृत अथवा इन्सुलित आयाताकार तांबे के तार, तापमान सूचकांक 155	---	97-09-30
38.	आईएस 13730 (भाग 33) : 1997—विशेष प्रकार के कुण्डलन तारों के लिए विशिष्ट भाग 33 कांच—रेशा कुण्डलित, सिलिकॉन वार्निश—उपचारित, अनावृत अथवा इन्सुलित आयाताकार तांबे के तार, तापमान सूचकांक 200	---	97-09-30
39.	आईएस 14391 : 1997—गैस अचालित रबरफल (वैलेट छोड़ने के लिए) —विशिष्ट	---	97-09-30
40.	आईएस 14439 (भाग 1) : 1997—विधि माप विज्ञान— गैस आयतनमापी भाग 1 सामान्य प्रावधान	---	97-10-31

(1)	(2)	(3)	(4)
41.	आईएस 14441 : 1997—कुंजी पटल की विशिष्टि	—	97-09-30
42.	आईएस 14445 : 1997—वस्त्रादि—ग्रामिंग तथा कैपिंग टेस्ट्स के कपड़े—विशिष्ट	—	97-09-30
43.	आईएस 14446 : 1997—वस्त्रादि—निष्कर्षण सफाई द्वारा गर्म पानी में फर्श-आवरण के रंग पक्कापन परखने की पद्धति	—	97-09-30
44.	आईएस 14447 : 1997—डलाई उद्योग में प्रयुक्त होने वाले अग्नि सह-संस्तुतियां	—	97-09-30
45.	आईएस 14452 : 1997—वस्त्रादि —प्रतीकों द्वारा केयर लेबल लगाने की संहिता	—	97-07-31
46.	आईएस 14453 : 1997—कपड़ों के साइज के नाम—पारिभाषिक तथा शरीर का नाप लेने की प्रक्रिया	—	97-07-31
47.	आईएस 14454 : 1997—कपड़ों के साइज के नाम—महिलाओं और लड़कियों के अन्तर्वस्त्र, रात्रि कालीन परिधान, अन्दर पहनने वाले वस्त्र तथा कमीजें	—	97-07-31
48.	आईएस 14455 : 1997—कपड़ों के साइज के नाम—शिष्टाचारों के परिधान	—	97-07-31
49.	आईएस 14457 : 1997—वस्त्रादि मशीनरी बुनाई की मशीनें—बड़े व्यास वाली गोलाकार बुनाई की मशीनों में मुहयों की संख्या	—	97-06-30
50.	आईएस 14459 : 1997—फसल संरक्षण उपस्कर बैटरी चालित धूर्णी अटोमाइजर डिस्क टाइप का यूएलबी फुहारा—विशिष्टि	—	97-09-30
51.	आईएस 14460 : 1997—बीज संसाधन उपस्कर—गुरुत्व द्वारा पृथक्करण—विशिष्टि	—	97-09-30
52.	आईएस 14471 : 1997—क्रेन और उत्पादक उपकरण—तकनीकी लक्षण और स्वीकरण दस्तावेज	—	97-05-31
53.	आईएस 14473 (भाग 1) : 1997—क्रेन—निरीक्षण भाग 1 सामान्य	—	97-05-31
54.	आईएस 14483 (भाग 1) : 1997—उर्वरक एवं रासायनिक अन्तःक्षेपण पद्धति भाग 1 बेनचुरी अन्तःक्षेपक	—	97-09-30

इन मानकों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002 क्षेत्रीय कार्यालयों नई दिल्ली, कलकत्ता, चण्डीगढ़, मद्रास तथा मुम्बई और शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, फरीदाबाद, गाजियाबाद, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, लखनऊ, पटना तथा थिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. के प्र बि/13:2]  
बी. मुखर्जी, अपर महासचिव

## MINISTRY OF CIVIL SUPPLIES, CONSUMER AFFAIRS &amp; PUBLIC DISTRIBUTION

## BUREAU OF INDIAN STANDARDS

New Delhi, the 15th January, 1998

S.O.326.. In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules 1987, the Bureau of Indian Standards hereby notifies that the Indian Standard(s), particulars of which is/ are given in the Schedule hereto annexed, has/have been established on the date indicated against each :

## SCHEDULE

Sl. No. year and Title of the Indian Standard(s) No. Established	No. and year of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Date of Establish- ment
(1)	(2)	(3)
(4)		
1. IS 1264:1997—Brass gravity die castings—Specifica- tion (Fourth Revision)	IS 1264:1989	97-08-31
2. IS 1269 (Part 1) : 1997—Legal metrology—Material measures of length Part 1 Woven metallic and glass fibre tape measures (Second Revision)	—	97-07-31
3. IS 1367 (Part 19) : 1997 Industrial fasteners—Thread- ed steel fasteners—Technical supply conditions Part 19 Axial load fatigue testing of bolts, screws and studs	—	97-05-31
4. IS 1801 : 1997—Citronellol Specification (Third Revision)	IS 1801 : 1988	97-03-31
5. IS 1851 : 1997—Single operator type ARC welding transformers—Specification	IS 1851 : 1975	97-03-31
6. IS 2635 : 1997—DC Electric welding generators— Specification (Third Revision)	IS 2635 : 1975	97-09-30
7. IS 3982 : 1997—Sheepskin leather for orthopaedic linings—Specification (First Revision)	IS 3982 : 1966	97-09-30
8. IS 4339 : 1997—Household sewing machines—Needle bar link studs—Specification (First Revision)	IS 4339 : 1967	97-09-30
9. IS 4923 : 1997—Hollow steel sections for structural use—Specification (Second Revision)	IS 4923 : 1985	97-09-30
10. IS 5347 (Part 8) : 1997—Requirements for orthopaedic implants Part 8 Forgeable and cold-formed cobalt- chromium-nickel-molybdenum iron alloy (First Revision)	IS 5347 (Part 8): 1984	97-08-31
11. IS 5347 (Part 13) : 1997—Requirements for ortho- padiic implants Part 13 Wrought high nitrogen stainless steel		97-08-31

(1)	(2)	(3)	(4)
12. IS 5347 (Part 14) : 1997—Requirements for orthopaedic implants Part 14 Wrought titanium 5-Aluminium 2, 5-Iron alloy	—		97-08-31
13. IS 5347 (Part 15) : 1997—Requirements for orthopaedic implants Part 15 Wrought titanium 6-Aluminium 7-Nickel alloy	—		97-08-31
14. IS 5504 : 1997—Specification for spiral welded pipes (First Revision)	IS 5504 : 1969		97-09-30
15. IS 6363 : 1997—Glossary of terms in work study (First Revision)	IS 6363 : 1972		97-05-31
16. IS 7237 : 1997—Carob bean gum, food grade—Specification (First Revision)	IS 7237 : 1974		97-09-30
17. IS 7436 (Part 2) : 1997—Guide for types of measurements for structures in river valley projects and criteria for choice and location of measuring instrument Part 2 Concrete and masonry dams (First Revision)	IS 7436 (Pt. 2) : 1976		97-06-30
18. IS 7490 : 1997—Reclaimed rubber—Specification (First Revision)	IS 7490 : 1970		97-07-31
19. IS 7908 : 1997—Sulphur dioxide, food grade—Specification (First Revision)	IS 7908 : 1975		97-09-30
20. IS 8641 : 1997—Implants for surgery—Acrylic resin cements (Second Revision)	IS 8641 : 1984		97-08-31
21. IS 8904 : 1997—Anthracene Specification (First Revision)	IS 8904 : 1978		97-06-30
22. IS 8979 : 1997—Tetramethyl thiuram disulphide—Specification (Second Revision)	IS 8979 : 1986		97-06-30
23. IS 11536 : 1997—Processed cereal based weaning foods—Specification (First Revision)	IS 11536 : 1985		97-09-30
24. IS 11686 : 1997—Isopropyl alcohol, food grade—Specification (First Revision)	IS 11686 : 1986		97-09-30
25. IS 12333 : 1997—Milk, cream and evaporated milk—Determination of total solids content (Reference Method) (First Revision)	IS 12333 : 1988		97-10-31
26. IS 13360 (Part 3/Sec 2) : 1997—Plastics—Methods of testing Part 3 Physical and dimensional properties Section 2 Determination of apparent density of material that can be poured from a specified funnel	—		97-09-30



(1)	(2)	(3)	(4)
27.	IS 13360 (Part 3/Sec 3) : 1997—Plastics—Methods of testing Part 3 Physical and dimensional properties Section 3 Determination of apparent density of moulding material that cannot be poured from a specified funnel	—	97-09-30
28.	IS 13360 (Part 6/Sec 3) : 1997—Plastics—Methods of testing Part 6 Thermal properties Section 3 Determination of Temperature of Deflection Under Load—General Test Method	—	97-07-31
29.	IS 13360 (Part 6/Sec 4) : 1997—Plastics—Methods of testing Part 6 Thermal properties Section 4 Determination of Burning Behaviour of Horizontal and Vertical Specimens in Contact with a Small-Flame Ignition Source	—	97-09-30
30.	IS 13360 (Part 17) : 1997—Plastics—Methods of testing Part 6 Thermal Properties Section 17 Determination of Temperature of Deflection Under Load—Plastics and Ebonite	—	97-08-31
31.	IS 13360 (Part 8/Sec 3) : 1997—Plastics—Methods of testing Part 8 Permanence/Chemical properties Section 3 Determination of the effects of liquid chemicals, including water	—	97-07-31
32.	IS 13360 (Part 8/Sec 5) : 1997—Plastics—Methods of testing Part 8 Permanence/Chemical properties Section 5 Determination of migration of plasticizers	—	97-09-30
33.	IS 13360 (Part 11/Sec. 7) : 1997—Plastics—Methods of testing Part 11 Special properties Section 7 Determination of matter extracable by organic solvents (Conventional Methods)	—	97-09-30
34.	IS 13360 (Part 9/Sec 4) : 1997—Plastics—Methods of testing Part 9 Optical properties Section 4 Qualitative evaluation of the bleeding of colorants	—	97-09-30
35.	IS 13452 (Part 6) : 1997—Chemical analysis of ferrochromium Part 6 Determination of chromium in low carbon ferrochromium	—	97-06-30
36.	IS 13730 (Part 31) : 1997—Specifications of particular types of winding wires Part 31 Glass—fibre wound, polyester or polyesterimide varnish-treated, bare or enamelled rectangular copper wire, temperature index 180	—	97-09-30
37.	IS 13730 (Part 32) : 1997—Specifications for particular types of winding wires Part 32 Glass—fibre wound, polyester or polyesterimide varnish-treated, bare or enamelled rectangular copper wire, temperature index 155	—	97-09-30
38.	IS 13730 (Part 33) : 1997—Specifications for particular types of winding wires Part 33 Glass-fibre wound, silicone varnish-treated, bare or enamelled rectangular copper wire, temperature index 200	—	97-09-30

(1)	(2)	(3)	(4)
39.	IS 14391 : 1997—Gas operated rifle (For shooting pellets)—Specification	—	97-09-30
40.	IS 14439 (Part 1) : 1997—Legal metrology—Gas volume meters Part 1 General requirements	—	97-10-31
41.	IS 14441 : 1997—Specification for keyboard	—	97-09-30
42.	IS 14445 : 1997—Textiles—Fabrics for awnings and camping tents—Specification	—	97-09-30
43.	IS 14446 : 1997—Textiles—Methods of test for colour fastness to hot water extraction cleaning of textile floor coverings	—	97-09-30
44.	IS 14447 : 1997—Refractories for use in foundry industry—Recommendations	—	97-09-30
45.	IS 14452 : 1997—Textiles—Care labelling code using symbols	—	97-07-31
46.	IS 14453 : 1997—Size designation of clothes—definitions and body measurement procedure	—	97-07-31
47.	IS 14454 : 1997—Size designation of clothes—Women's and girls, underwear, nightwear, foundation garments and shirts	—	97-07-31
48.	IS 14455 : 1997—Size designation of clothes—Infants' garments	—	97-07-31
49.	IS 14457 : 1997—Textile machinery—Knitting machines—Number of needles for circular knitting machines of large diameter	—	97-06-30
50.	IS 14459 : 1997—Crop protection equipment—Battery operated rotary atomiser DISC type ULV sprayer—Specification	—	97-09-30
51.	IS 14460 : 1997—Seed processing equipment—Gravity separator—Specification	—	97-09-30
52.	IS 14471 : 1997—Cranes and lifting appliances . . . Technical characteristics and acceptance documents	—	97-05-31
53.	IS 14473 (Part 1) : 1997—Cranes—Inspections Part 1 General	—	97-05-31
54.	IS 14483 (Part 1) : 1997—Fertilizer and chemical injection system Part 1 Venturi injector	—	97-09-30

Copies of these Indian Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Calcutta, Chandigarh, Madras, and Mumbai and also Branch Offices : Ahmadabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Faridabad, Ghaziabad, Guwahati, Hyderabad, Jaipur, Kanpur, Lucknow, Patna, and Thruvananthapuram.

[No. CMD/13 : 2]

B. MUKHERJI, Addl. Dir. Genl.

नई दिल्ली, 15 जनवरी, 1998

का.आ. 327.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड "ख" के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे दिये गए मानक (कों) में संशोधन किया गया है/किये गये हैं।

## अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तारीख
(1)	(2)	(3)	(4)
1.	आई एस 204 (भाग 2) : 1992	संशोधन सं. 2 अक्टूबर 1997	97-10-31
2.	आई एस 281 : 1991	संशोधन सं. 2 अक्टूबर 1997	97-10-31
3.	आई एस 419 : 1967	संशोधन सं. 4 अक्टूबर 1997	97-10-31
4.	आई एस 513 : 1994	संशोधन सं. 1 नवम्बर 1997	97-11-30
5.	आई एस 1259 : 1984	संशोधन सं. 3 अक्टूबर 1997	97-10-31
6.	आई एस 1479 (भाग 1) : 1960	संशोधन सं. 4 नवम्बर 1997	97-11-30
7.	आई एस 1488 : 1989	संशोधन सं. 1 अक्टूबर 1997	97-10-31
8.	आई एस 1656 : 1997	संशोधन सं. 1 अक्टूबर 1997	97-10-31
9.	आई एस 1835 : 1976	संशोधन सं. 2 अक्टूबर 1997	97-10-31
10.	आई एस 2062 : 1992	संशोधन सं. 3 नवम्बर 1997	97-11-30
11.	आई एस 2681 : 1993	संशोधन सं. 1 नवम्बर 1997	97-11-30
12.	आई एस 4079 : 1967	संशोधन सं. 1 अक्टूबर 1997	97-10-31
13.	आई एस 5135 (भाग 1) : 1997	संशोधन सं. 1 नवम्बर 1997	97-11-30
14.	आई एस 5348 : 1981	संशोधन सं. 1 अक्टूबर 1997	97-10-31

(1)	(2)	(3)	(4)
15. आई एस 6533 (भाग 1) : 1989	संशोधन सं. 1 अक्टूबर 1997	97-10-31	
16. आई एस 7466 : 1994	संशोधन सं. 1 नवम्बर 1997	97-11-30	
17. आई एस 8498 : 1977	संशोधन सं. 4 नवम्बर 1997	97-11-30	
18. आई एस 8500 : 1991	संशोधन सं. 3 अक्टूबर 1997	97-10-31	
19. आई एस 8702 : 1978	संशोधन सं. 3 नवम्बर 1997	97-11-30	
20. आई एस 9503 : 1988	संशोधन सं. 1 नवम्बर 1997	97-11-30	
21. आई एस 10066 : 1981	संशोधन सं. 1 अक्टूबर 1997	97-10-31	
22. आई एस 10662 : 1992	संशोधन सं. 1 नवम्बर 1997	97-11-30	
23. आई एस 11248 : 1995	संशोधन सं. 1 नवम्बर 1997	97-11-30	
24. आई एस 11511 : 1985	संशोधन सं. 1 अक्टूबर 1997	97-10-31	
25. आई एस 11766 : 1986	संशोधन सं. 1 अक्टूबर 1997	97-10-31	
26. आई एस 11844 : 1987	संशोधन सं. 1 अक्टूबर 1997	97-10-31	
27. आई एस 11898 : 1986	संशोधन सं. 1 अक्टूबर 1997	97-10-31	
28. आई एस 12482 : 1988	संशोधन सं. 1 नवम्बर 1997	97-11-30	
29. आई एस 14121 : 1995	संशोधन सं. 1 अक्टूबर 1997	97-10-31	
30. आई एस 14433 (भाग 1) : 1997	संशोधन सं. 1 नवम्बर 1997	97-11-30	

इन संशोधनों की प्रतियाँ भारतीय मानकभ्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली 110 002 क्षेत्रीय कार्यालयों नई दिल्ली, कलकत्ता, चंडीगढ़, मद्रास तथा मुम्बई और शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, फरीदाबाद, गाजियाबाद, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, लखनऊ, पटना और थिरुवन्तापुरम, में बिक्री हेतु उपलब्ध हैं।

[सं. के. प्र. वि. /13 : 5]  
बी. मुखर्जी, अपर महानिदेशक

New Delhi, the 15th January, 1998

S.O. 327.—In pursuance of clause (b) of Sub-rule (1) of Rule (1) of Rule 7 of the Bureau of Indian Standards Rules 1987, the Bureau of Indian Standards hereby notifies that amendment(s) to the Indian Standard(s), particulars of which is/are given in the Schedule hereto annexed, has/have been issued :

## SCHEDULE

Sl. No.	No. and year of the Indian Standard(s) amended	No. and year of the amendment	Date from which the amendment shall have effect
1	2	3	4
1.	IS 204 (Part 2) : 1992	Amendment No. 2, October 1997	97-10-31
2.	IS 281 : 1991	Amendment No. 2, October 1997	97-10-31
3.	IS 419 : 1967	Amendment No. 4, October 1997	97-10-31
4.	IS 513 : 1994	Amendment No. 1, November 1997	97-11-30
5.	IS 1259 : 1984	Amendment No. 3, October 1997	97-10-31
6.	IS 1479 (Part 1) : 1960	Amendment No. 4, November 1997	97-11-30
7.	IS 1488 : 1989	Amendment No. 1, October 1997	97-10-31
8.	IS 1656 : 1997	Amendment No. 1, October 1997	97-10-31
9.	IS 1835 : 1976	Amendment No. 2, October 1977	97-10-31
10.	IS 2062 : 1992	Amendment No. 3, November 1997	97-11-30
11.	IS 2681 : 1993	Amendment No. 1, October 1997	97-11-31
12.	IS 4079 : 1967	Amendment No. 1, October 1997	97-10-31
13.	IS 5135 (Part 1) : 1997	Amendment No. 1, November 1997	97-11-30
14.	IS 5348 : 1981	Amendment No. 1, October 1997	97-10-31
15.	IS 6533 (Part 1) : 1989	Amendment No. 1, October 1997	97-10-31
16.	IS 7466 : 1994	Amendment No. 1, November 1997	97-11-30
17.	IS 8498 : 1977	Amendment No. 4, November 1997	97-11-30
18.	IS 8500 : 1991	Amendment No. 3, October 1997	97-10-30
19.	IS 8702 : 1978	Amendment No. 3, November 1997	97-11-30
20.	IS 9503 : 1988	Amendment No. 1, November 1997	97-11-30
21.	IS 10066 : 1981	Amendment No. 1, October 1997	97-10-31
22.	IS 10662 : 1992	Amendment No. 1, November 1997	97-11-30
23.	IS 11248 : 1995	Amendment No. 1, November 1997	97-11-30
24.	IS 11511 : 1985	Amendment No. 1, October 1997	97-10-31
25.	IS 11766 : 1986	Amendment No. 1, October 1997	97-10-31
26.	IS 11844 : 1987	Amendment No. 1, October 1997	97-10-31
27.	IS 11898 : 1986	Amendment No. 1, October 1997	97-10-31
28.	IS 12482 : 1988	Amendment No. 1, November 1997	97-11-30
29.	IS 14121 : 1995	Amendment No. 1, October 1997	97-10-31
30.	IS 14433 (Part 1) : 1997	Amendment No. 1, November 1997	97-11-30

Copies of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Calcutta, Chandigarh, Madras, and Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Faridabad, Ghaziabad, Guwahati, Hyderabad, Jaipur, Kanpur, Lucknow, Patna, and Thiruvananthapuram.

[No. CMD/13 : 5]

B. MUKHERJI, Addl. Director Genl.

नई दिल्ली, 2 फरवरी, 1998

का.आ. 328.—भारतीय मानक व्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड “ख” के अनुसरण से भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि नीचे दिये गये मानक (कों) में संशोधन किया गया है/किये गये हैं

## अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तारीख
(1)	(2)	(3)	(4)
1.	आई एस 101(भाग 1/खंड 3) : 1986	संशोधन सं. 1 जनवरी 1998	1998-01-31
2.	आई एस 800 : 1984	संशोधन सं. 3 दिसम्बर 1997	1997-12-31
3.	आई एस 875(भाग 1) : 1987	संशोधन सं. 1 दिसम्बर 1997	1997-12-31
4.	आई एस 875(भाग 3) : 1987	संशोधन सं. 1 दिसम्बर 1997	1997-12-31
5.	आई एस 3075(भाग 1) : 1986	संशोधन सं. 2 नवम्बर 1997	1997-11-30
6.	आई एस 3075(भाग 2) : 1986	संशोधन सं. 1 नवम्बर 1997	1997-11-30
7.	आई एस 3131 : 1986	संशोधन सं. 2 जनवरी 1998	1998-01-31
8.	आई एस 4566 : 1979	संशोधन सं. 1 जनवरी 1998	1998-01-31
9.	आई एस 5297 : 1977	संशोधन सं. 2 जनवरी 1998	1998-01-31
10.	आई एस 5410 : 1992	संशोधन सं. 3 दिसम्बर 1997	1997-12-31
11.	आई एस 6612 : 1979	संशोधन सं. 1 जनवरी 1998	1998-01-31
12.	आई एस 7034 : 1973	संशोधन सं. 6 दिसम्बर 1997	1997-12-31
13.	आई एस 7123 : 1993	संशोधन सं. 2 दिसम्बर 1997	1997-12-31
14.	आई एस 7657(भाग 1) : 1975	संशोधन सं. 1 दिसम्बर 1997	1997-12-31
15.	आई एस 8132 : 1983	संशोधन सं. 1 जनवरी 1998	1998-01-31
16.	आई एस 8190(भाग 1) : 1988	संशोधन सं. 3 जनवरी 1998	1998-01-31

(1)	(2)	(3)	(4)
17. आई एस : 8481 : 1993		संशोधन सं. 2 दिसम्बर 1997	1997-12-31
18. आई एस : 9057 : 1986		संशोधन सं. 1 दिसम्बर 1997	1997-12-31
19. आई एस : 9253 : 1987		संशोधन सं. 1 जनवरी 1998	1998-01-31
20. आई एस : 9313 : 1979		संशोधन सं. 1 दिसम्बर 1997	1997-12-31
21. आई एस : 9359		संशोधन सं. 1 जनवरी 1998	1998-01-31
22. आई एस : 9517 : 1986		संशोधन सं. 4 दिसम्बर 1997	1997-12-31
23. आई एस : 9700 : 1991		संशोधन सं. 1 जनवरी 1998	1998-01-31
24. आई एस : 10243 : 1993		संशोधन सं. 2 जनवरी 1998	1998-01-31
25. आई एस : 10332 : 1982		संशोधन सं. 2 जनवरी 1998	1998-01-31
26. आई एस : 12802 : 1989		संशोधन सं. 1 जून 1997	1997-06-30
27. आई एस : 14106 : 1996		संशोधन सं. 1 नवम्बर 1997	1997-11-30

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली 110002, क्षेत्रीय कार्यालय नई दिल्ली, कलकत्ता, चंडीगढ़, मद्रास तथा मुम्बई और शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, फरीदाबाद, गाजियाबाद, गुवाहटी, हैदराबाद, जयपुर, कानपुर, लखनऊ, पटना तथा थिरुवनन्तपुरम में विक्री हेतु उपलब्ध हैं।

[सं. के प्र वि/13 : 5]  
बी. मुखर्जी, अपर महानिदेशक

New Delhi, the 2nd February, 1998

S.O.328.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment(s) to the Indian Standard(s) particulars of which is/are given in the Schedule hereto annexed, has/have been issued:

#### SCHEDULE

Sl. No. and year of the Indian Standard(s) amended	No. and year of the amendment	Date from which the amendment shall have effect
1	2	3
1	2	4
1. IS : 101 (Pt. 1/Sec 3) : 86	Amendment No. 1 January 1998	1998-01-31
2. IS : 800 : 1984	Amendment No. 3 December 1997	1997-12-31
3. IS : 875 (Part 1) : 1987	Amendment No. 1 December 1997	1997-12-31
4. IS : 875 (Part 3) : 1987	Amendment No. 1 December 1997	1997-12-31

1	2	3	4
5. IS : 3075 (Part 1) : 1986	Amendment No. 2 November 1997	1997-11-30	
6. IS : 3075 (Part 2) : 1986	Amendment No. 1 November 1997	1997-11-30	
7. IS : 3431 : 1986	Amendment No. 2 January 1998	1998-01-31	
8. IS : 4566 : 1979	Amendment No. 1 January, 1998	1998-01-31	
9. IS : 5297 : 1977	Amendment No. 2 January 1998	1998-01-31	
10. IS : 5410 : 1992	Amendment No. 3 December 1997	1997-12-31	
11. IS : 6612 : 1979	Amendment No. 1 January 1998	1998-01-31	
12. IS : 7034 : 1973	Amendment No. 1 December 1997	1997-12-31	
13. IS : 7123 : 1993	Amendment No. 2 December 1997	1997-12-31	
14. IS : 7657 (Part 1) : 1975	Amendment No. 1 December 1997	1997-12-31	
15. IS : 8132 : 1983	Amendment No. 1 January 1998	1998-01-31	
16. IS : 8190 (Part 1) : 1988	Amendment No. 3 January 1998	1998-01-31	
17. IS : 8481 : 1993	Amendment No. 2 December 1997	1997-12-31	
18. IS : 9057 : 1986	Amendment No. 1 December 1997	1997-12-31	
19. IS : 9253 : 1987	Amendment No. 1 January 1998	1998-01-31	
20. IS : 9313 : 1979	Amendment No. 1 December 1997	1997-12-31	
21. IS : 9339 : 1988	Amendment No. 1 January 1998	1998-01-31	
22. IS : 9517 : 1986	Amendment No. 4 December 1997	1997-12-31	
23. IS : 9700 : 1991	Amendment No. 1 January 1998	1998-01-31	
24. IS : 10243 : 1993	Amendment No. 2 January 1998	1998-01-31	
25. IS : 10332 : 1982	Amendment No. 2 January 1998	1998-01-31	
26. IS : 12802 : 1989	Amendment No. 1 June 1997	1997-06-30	
27. IS : 14106 : 1996	Amendment No. 1 November 1997	1997-11-30	

Copies of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Calcutta, Chandigarh, Madras, and Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Faridabad, Ghaziabad, Guwahati, Hyderabad, Jaipur, Kanpur, Lucknow, Patna and Thiruvananthapuram.

[No. OMD/18 : 5]

B. MUKHERJI, Addl. Director Genl.

नई दिल्ली, 2 फरवरी, 1998

का.आ. 329.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	शीर्षक भारतीय मानक	भारतीय मानक सं. / भाग/अनुभाग
(1)	(2)	(3)	(4)	(5)	(6)
1.	7086677	95/09	एल्कॉन सीमेंट कं. प्रा. लि., सरला, बिर्बोनिम, गोवा	पोर्टलैंड स्क्वे सीमेंट	आईएस : 00455 : 89
2.	7085675	95/09	भुवीलेक्स इरीवेसन लि., बेट नं. 41, कुसगांव, पोस्ट खेड, सिवसागर, तह : भोर, पुणे जिला-412 205	सिंचाई उपकरण	आईएस : 13487 : 92



(1)	(2)	(3)	(4)	(5)	(6)
3.	7086778	95/09	नेशनल ऑरगेनिक केमिकल इंडस्ट्री, मिर्चाई उपस्कर छानक प्लॉट नं. 1, लोटे परसुरानी इंड. एरिया, खेड तालुक, रतनागिरी-415722	टाइप	आईएस 12785: 89
4.	7087174	95/09	अरिहन्त इलेक्ट्रिकल्स	शिरोपरि प्रेषण कार्यों के के लिए एल्युमीनियम के चालक	आईएस 00398:76 भाग 02
5.	7087780	95/09	कृषि बिल्ड सीमेंट इंडिया प्रा. लि., नेशनल हाईवे 88, राजकोट गोंडल हाईवे, शापेर (वेरवल), कोटडा सोमनी, जिला राजकोट	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112: 78
6.	7087275	95/09	श्री मिलोस्कर इंडस्ट्रीज, 2, प्रकाश इंडस्ट्रियल एस्टेट, समीप रीता नगर, वास्करल रोड, अमराईवाडी, अहमदाबाद 380 026	कृषि कार्यों के लिए साफ टंके पानी के मोनोसेट पम्प	आईएस 09079: 89
7.	8112960	95/09	गर्ग होम एप्लायंसेस, 3, शालीमार गीब, खसरा नं. 902/290, गली नं. 9, एलपी शास्त्री कम्पाउंड, दिल्ली-110 052	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त घरेलू गैस खुल्ले	आईएस 04246: 92
8.	8113053	95/09	कोणार्क इंजी. वर्क्स (इंडिया) एक्स/513, गैन स्ट्रीट, रघुबीर पुरा-1, गांधी नगर, दिल्ली 110 031	नोदक टाइप ए सी संवातन पंपे	आईएस 02312:67
9.	8111857	95/09	नय्यर एण्ड एसोसिएट्स प्रा. लि. डी-113, ओखला इंड. एरिया, फेज 1, नई दिल्ली-110 020	नोदक टाइप ए सी संवातन	आईएस 02312: 67
10.	8112657	95/09	तुलिका एप्लायंसेस (प्रा) लि., बी-19, सेक्टर 4, नोएडा 201 301	पानी गरमाने के डुबाऊ हीटर	आईएस 00368: 92
11.	8113154	95/09	काजल इलेक्ट्रिकल्स, मी-106, नारायणा इंडस्ट्रियल एरिया फेस-1 नई दिल्ली-110028	घरेलू और समान विद्युत सर्वाधियों की सुरक्षा भाग 2 अपेक्षाएं अनु. 2 विद्युत इस्तरी	आईएस 00302: 92 भाग 02 अनु. 03
12.	9094888	95/09	अरोड़ा इंजी. कारपो. जी. टी. रोड, बाई पास, समीप मिल्क प्लांट, मम्स एनडीडीबी, जालंधर शहर	धानवर्धक ढलवां लोहे के पाइप फिटिंग की विनिर्दिष्ट	आईएस 01879: 87
13.	9095486	95/09	एसोसिएटेड ग्रुप ऑफ इंजीनियर्स, करबीली, नेशनल हाईवे, बारी ब्राह्मण (जम्मू कश्मीर)	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112: 78

(1)	(2)	(3)	(4)	(5)	(6)
14.	9095183	95/09	अरावली पाइप्स लि., 11वां किमी. स्टोन, बाल समान्त रोड, हिसार (हरियाणा)	सामान्य प्रयोजनों के लिए स्थिर गति वाले आन्तरिक दहन इंजनों की कार्यकारिता	आईएम 01601 : 84
15.	9093280	95/09	अमन स्टील इंडस्ट्रीज, 26/2, इंडस्ट्रियल एरिया फेस 2, चंडीगढ़	इस्पात के ठेकनदार कच्चे	आईएम 01341 : 92
16.	9094080	95/09	बजवा एलाइड सीमेंट इंडस्ट्रीज लि., पोओ म्बारकपुर, समीप डेरावस्ती, जिला पटियाला, गांव सरदोमठरा	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 78
17.	9094989	95/09	मवोंध्या एप्लायंसेस, प्लॉट नं. 7, बादी इंड. एरिया, बाडी (एचपी)	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त अग्रेल गैस चूल्हे	आईएम 04246 : 84
18.	9094585	95/09	विराम सीमेंट कं. प्रा. लि., मानसा रोड, जिला भटिंडा, गांव कोटशामीर	33 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 00269 : 89
19.	9093886	95/09	अमृत इंटरप्राइसेज, प्लॉट नं. 657, इंड. एरिया, फेस 1, चंडीगढ़	बनस्पति	आईएस 10633 : 83
20.	9095284	95/09	अरावली पाइप्स लि., 11वां किमी स्टोन, बाल समान्त रोड, हिसार (हरियाणा)	मुद्दु इपास्त की नालियां, नलिकादार सामग्रियां तथा पिटबों इस्पात की अन्य फिटिंग	आईएस 01239 : 90 भाग 01
21.	9095789	95/09	क्रॉप केमीकल्स इंडिया, सी-63 मे 65 फोकल प्वाइंट, कोटकपुरा 151 204	गामा—बी एच सी (लिडेन) पासनीय मांद्र	आईएम 00632 : 78
22.	9093583	95/09	ग्रेवेल एग्रीप्रॉडक्ट्स प्रा. लि. ई-25, गव. 4 इंड. एरिया, बहादुरगढ़ 124 507	क्वैरोपोएग्रीफॉस पायसनीय मांद्र	आईएस 08944 : 78
23.	9093684	95/09	ग्रेवेल एग्रीप्रॉडक्ट्स प्रा. लि. ई-25, गव. 4 इंड. एरिया, बहादुरगढ़ 124 507	क्विनामफास पायसनीय मांद्र	आईएस 08028 : 87
24.	9094787	95/09	नोता सीमेंट केमीकल्स (प्रा.) लिमिटेड, गांव, पटियाला, जालंधर	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएम 08112 : 78
25.	9095385	95/09	आनन्द मेहन पॉलीमर्स प्रा. लि. 14/4, मथुरा रोड, फरीदाबाद 121 003	पेयजल आपूर्ति के लिए गैर- प्लास्टिकृत पीबीसी पाइप	आईएस 04985 : 88
26.	9095890	95/09	अशोक सीमेंट कं. प्रा. लि. गांव सानारी, सब-महसील बोर, गुडगांव	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएम 08112 : 78

(1)	(2)	(3)	(4)	(5)	(6)
27.	9095587	95/09	एस. पाल इटरप्राइसेज, 378-379 फेज 4, उद्योग बिहार, गुड़गांव-122 015	पीवीसी रोधित (भारी कार्य), बिजली की केबल भाग 1 1100 वो. तक की कार्यकारी बोल्डता के लिए	आईएस 01554: 88 भाग 01
28.	5050545	95/09	मैग्नेम प्लास्टिक्स, 48, एस.एन. रॉय रोड, कलकत्ता-700 033	बिजली लगाने के अनम्य और चालक बिना धातु के	आईएस 06946: 73
29.	5050949	95/09	नॉर्वेन एनिमेटेड एनिमल फीड प्रा. लि. गोलापाडा, पी.ओ. देवीनगर, पी.एस. रायगज, उत्तर दिनाजपुर-733 123	पशुओं के लिए मिश्रित आहार	आईएस 02052: 79
30.	5051345	95/05	विबंग बेली टिम्बर ट्रेड प्रा. लि., बलंग, जिला रोहंग, विबंग बेसी, अरुणाचल प्रदेश	ब्लॉक बोर्ड	आईएस 01659: 90
31.	5050848	95/09	मेघना जूट मिल्स गजानन्द कर्मि. प्रा. लि. की एक इकाई, जगतवल पी.ओ., 24पर-गना (प. ब.)	बस्तावि-ए-दबिल पटसन के बोरे	आईएस 01943: 64
32.	5050747	95/09	प्रबर्तक जूट मिल्स लि., कमारहेट्टी, बी.टी. रोड, 24 परगना, कलकत्ता-700 053	खाद्यान्न पैकिंग के लिए 50 किग्रा. के पटसन के बोरे	आईएस 12650: 89
33.	5050646	95/09	सिका क्वालीरेट (प्रा.) लि., 1/पी 20-21 न्यू इंड. एस्टेट, कल्याणी, नाडिया	कंक्रीट अधिमिश्रण	आईएस 09103: 79
34.	5051143	95/09	कोशल उद्योग, बी/23, इंडस्ट्रियल एस्टेट, राउरकेला-769004, उड़ीसा	गहराई से पानी निकालने के हथ बरमें (वीएलओएस)	आईएस 13056: 91
35.	5051244	95/09	श्री बाहुबली सीमेंट लि., फातुहा इंडस्ट्रियल एरिया, फेज 3, पी.ओ. फातुहा	पोर्टलैंड स्लेग सीमेंट	आईएस 00455: 89
36.	6088272	95/09	प्यारो सिस्टम्स प्राइवेट लिमिटेड 11-16 डा. विजय साराभाई, इन्स्ट्रोनिक एस्टेट, मद्रास-600 041	बिजली की इस्तरी	आईएस 00366: 91
37.	6088777	95/09	रासी इलेक्ट्रोड्स लिमिटेड उष्पारा पलायम गांव, अल्माथी पोस्ट, रेड हिल्स, मद्रास-600 041	हस्त्य धातुआर्क वेल्डिंग के लिए आवृत्त कार्बन और कार्बन मैग्नीज इस्पात इलेक्ट्रोड	आईएस 00814: 91
38.	6087775	95/09	सुमंगता स्टील लि., पी आई पी डी आई सी इंड एस्टेट, मेट्रूपलायम, पांडिचेरी-605009	सामान्य संरचना इस्पात में पुनर्वेल्लोकन के लिए कार्बन ढलवा इस्पात बिलेट इंगट, बिलेट, ब्लूम और स्लैब विशिष्ट	आईएस 02830: 92

(1)	(2)	(3)	(4)	(5)	(6)
39.	6089173	95/09	श्री शक्ति माउन्ट फ्लैश डोर्स शेड नं. 113 एवं 115 सिडको इंड. एस्टेट, थिरुमन्नीसई-602107	लकड़ी के सपात दरवाजे के शटर (ठोस कोर प्रकार) भाग 1 प्लाईवुड	आईएस 02202:91 भाग 01
40.	6087573	95/09	त्रिचे मेटर्स, 3/3 मेन रोड, काजामलाई, त्रिचे-620023	ए.सी. वाट घंटामीटर, क्लास 0.5, 1 एवं 2	आईएस 13010:90
41.	6086267	95/09	प्यारो मेटलजिकल सर्विस, 20 चौथा सीबाई रोड, बाल्मिकी नगर, थिरुवनमीयूर, मद्रास-600041	पानी गरमाने के डबाऊ हीटर	आईएस 00368:92
42.	6086672	95/09	प्यारो मेटलजिकल सर्विस, 20 फोर्थ सीबाई रोड, बाल्मिकी नगर, थिरुवनमीयूर, मद्रास-600041	बिजली के पानी गर्म करने के भंडारण किस्म के स्थिर हीटर	आईएस : 02082:93
43.	6086773	95/09	प्यारो मेटलजिकल सर्विस 20 फोर्थ सीबाई रोड, बाल्मिकी नगर, थिरुवनमीयूर मद्रास-600041	पानी गर्म करने के इन्स्टेंट हीटर	आईएस 08978:92
44.	6087270	95/09	प्यारो मेटलजिकल सर्विस, 2 फोर्थ सीबाई रोड, बाल्मिकी नगर, थिरुवनमीयूर, मद्रास-600041	घरेलू और समान विद्युत साधनों की सुरक्षा	आईएस 00302:93
45.	6088373	95/09	प्यारो सिस्टम्स प्राइवेट लिमिटेड 11-16 डा. विक्रम सारा- भाई इन्स्टीट्यूट एस्टेट, मद्रास-600041	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 1 अपेक्षाएं अनु० 3 विद्युत इस्तरी	आईएस 00302:92 भाग 02 अनु. 03
46.	6086571	95/09	के. धन्यापानी एण्ड कं. लि. 26-डी, वीरबन्दा इंडस्ट्रियल एरिया, हुसूर रोड, बंगलौर-562229	पावर तंत्र के लिए शंट संचारित्र	आईएस 02834:86
47.	6086874	95/09	मयूरेश्वर इंडस्ट्रीज, प्लॉट नं. 7 एवं 8 इंडस्ट्रियल एस्टेट, बाल्की जिला, बीदर	ब्लीचिंग पाउडर	आईएस 01065:89
48.	6087876	95/09	बंगलौर सीमेंट्स प्रा. लि., वज्जल गांध, हंसाजी पोस्ट, शोरापुर तालुक, गुलबर्गा जिला	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112:79
49.	6087674	95/09	धनलक्ष्मी सीमेंट्स (प्रा.) लि., 60/2 नन्दूर (के), गुलबर्गा	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112:78

(1)	(2)	(3)	(4)	(5)	(6)
50.	6089072	95/09	एनर्जी डेवाइस, 7-2-1/ए-22 बलकमपेट, हैदराबाद-500018	ठोस जैवभार चूल्हा भाग 1 सुवाहा (धात्विक)	आईएस 13152:91 भाग 01
51.	6088575	95/09	हिन्दुस्तान एन्टीपेस्ट प्रा. लि., 165-166 आईडीए फंस 5, जीडिमेतला, हैदराबाद	कीटनाशक कार्बोन्डाजीम (एबीसी) डब्ल्यू पी	आईएस 08446:91
52.	6086470	95/09	हिमगिरी सीमेंट्स प्रा. लि., चिन्तलापालम, कोथावलसाह मंडल देसाप्रतर्हीमलम पोस्ट-531173	पोर्टलैण्ड स्लेग सीमेंट	आईएस 00455:89
53.	6086975	95/09	जेडी रबड़ वर्क्स 20-1-530/2 पुराना कबूतरखाना, हैदराबाद	गैस मेन जलनेन और सीवरों के लिए रबड़ की सीलिंग किंग	आईएस 0538:85
54.	6088474	95/09	के वी एस इंडस्ट्रीज, एम.आई.जी. 27, के पी एच वी कालोनी, कुक टपल्ली हैदराबाद 500872	गहराई से पानी निकालने के हथबजमें-घटक- नाईट्राइल रबड़ की विनिष्टि	आईएम 14104:94
55.	6089476	95/09	कृषि पेस्टीसाइड्स प्रा. लि., राघवपुर गांव, बीबीनगर मंडल, नलगोंडा जिला	मोनोकोटोफॉम-विलेय द्रव्य	आईएस 08074:83
56.	6088676	95/09	मग्ना इंजीनियरिंग प्रोडक्ट्स (प्रा.) (प्रा.) लि. चिन्ना अयुतापल्ली गांव, गन्नावरम मंडल, विजयवाड़ा	हस्त्यधातु आर्क वैल्डिंग के लिए आवृत्त कार्बन और कार्बन मैग्नीज इस्पात इलेक्ट्रोड	आईएस 00814:91
57.	6089880	95/09	हिन्दुस्तान एन्टीपेस्ट्स प्रा. लि. 165 एवं 166, आई डी ए फेज 5 जीडिमेतला, हैदराबाद-500855	इंडोसल्फान पायसनीय सांद्र	आईएस 004323:80
58.	6089981	95/09	हिन्दुस्तान एन्टीपेस्ट्स प्रा. लि., 165 एवं 166 आईडीए फेज 5, जीडिमेतला, हैदराबाद-500855	मोनोकोटोफॉम-विलेय द्रव्य	आईएस 08074:83
59.	6088070	95/09	पवन पावर प्रॉडक्ट्स प्रा. लि. प्लॉट नं. 141/1, एस वी सी इंड. एस्टेट, गांवबोलाराम, मेडक जिला	पीवीसी रोधित (भारी कार्य) बिजली की केबल)	आईएस 01554:88 भाग 02
60.	6088979	95/09	विनोद कंडक्टर्स प्रा. लि., एन पी 7/957, इंड एस्टेट, पप्पन मकोडे तिरुवनन्तपुरम 695019	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के खालक	आईएस 00398:76 भाग 02
61.	6088171	95/09	अवनाशी इंजी. कं. एस एफ 176, 200 चेयूर रोड, अवनाशी-641654	कृषि कार्यों के लिए साफ ठंडे पानी के मोनोसेट पम्प	आईएस 09079:89

(1)	(2)	(3)	(4)	(5)	(6)
62.	6086369	95/09	सारा इंडस्ट्रियल एसोसिएट्स, 146-सी नेताजी रोड, उदयम पलायम सारीपलायम पोस्ट, कोयम्बतूर-641028	निमज्जनीय पंपसेटों की विशिष्टि	आईएस 08034 : 89
63.	6088878	95/09	परफेक्ट इंजीनियरिंग कं. 136, पीओनियर मिल्स, पीलामेडु, कोयम्बतूर-641004	निमज्जनीय पंपसेटों की विशिष्टि	आईएस 08034 : 89
64.	7086172	95/09	अनुपम इन्सुलेंटिंग इंडस्ट्रीज, 31 ए एमआईडीसी एरिया, नागपुर-440028	इनेमल किये गोल बाइंडिंग तारे	आईएस 04800 : 68 भाग. 05
65.	7086576	95/09	अनिप्रा कैमिकल्स (प्रा) लि., बी-38 एमआईडीसी इंड. एस्टेट, अहमदनगर-414111	अग्निशमन के लिए शुष्क पाउडर	आईएस 04308:82
66.	7085473	95/09	दीपक इंडस्ट्रीज, नवयुग इंडस्ट्रियल एस्टेट, गली नं. 7, समीप वजीर ग्लास, सम्मुख भगतसिंह कालोनी, अंधेरी ईस्ट, बम्बई-400059	तेल दाब स्टोव	आई एस 01342:78
67.	7085978	95/09	हीटरे इंजीनियरिंग 10/2-बी गोर्धन खुर्द तालुक खोपोली, जिला रायगढ़ कालापुर (महाराष्ट्र)	एल्युमीनियम कांसे के इंगट और ढलाइयां	आईएस 00305: 92 भाग 02 अनु. 03
68.	7086879	95/09	लॉयड्स स्टील इंडस्ट्रीज लि. लॉयड्स नगर, वर्धा 442001	बैलिडत ट्यूब और पाइपों के लिए तप्त बैल्लित इस्पात पत्तियां	आईएस 10748: 84
69.	7085776	95/09	सल्कर मिल्स प्रा. लि. एमआईडीसी प्लाट नं. , 8 तर्भी नाका, थाना बेलापुर रोड, थाना जिला	साईपरमेथ्रीन ई सी	आईएस 12016: 87
70.	7085372	95/09	सरस्वती स्टोव प्राइवेट्स, गाला नं. 45, प्रथम तल, पटेल एस्टेट, दाहीसर, बम्बई	तेल दाब स्टोव	आईएस 01342: 88
71.	7086980	95/09	एग्रोप्यूल इंडस्ट्रीज, पोर्ट रोड, धोगा, भावनगर-364005	इंडोसल्फोन पायसनीय सांद्र	आईएस : 04323:80
72.	7088176	95/09	बिजल पैकेजिंग, 609 जीआईडीसी फेज 1, समीप स्टेट बैंक आफ सौराष्ट्र, छातरल, तह. कलोल, जिला मेहसाणा-382729	आईक्लोरयाज पायसनीय सांद्र आईएस 05277:78	
73.	7087073	95/09	पसीटवेल्ड (इंडिया) लिमिटेड तिम्बा रोड, वाया गोधरा, जिला पंचमहल-388710	बैलिडग केबल	आई एस 09857:90
74.	7088075	95/09	जुपीटर सीमेंट इंडस्ट्रीज लि. गांव सोजरा, तह. भारवाड, जिला जामनगर	43 ग्रेड साधारण पोर्टलैण्ड सीमेंट	आईएस 08112:78

(1)	(2)	(3)	(4)	(5)	(6)
75.	8111251	95/09	न्यू-लाइट इंडस्ट्रीज, एस-9, अजय एनक्लेव मार्केट, नई दिल्ली-110018	अलौह धातु के ढक्कनदार कच्चे	आईएस 00205:92
76.	8111352	95/09	ताज ट्रेडर्स ए-336, नबी करीम, पट्टाड़गंज, दिल्ली-110055	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त घरेलू गैस चूल्हे	आई एस 04246:92
77.	9093785	95/09	गुप्ता इंड. कार्पोरेशन सिनेमारोड, सरहिन्द-140406	साफ ठंडे पानी के लिए क्षेत्रीय अपकेन्द्रीय पम्प भाग 01 भाग 1 कृषि और ग्रामीण जलपूर्ति प्रयोजन के लिए	आईएस 06595:80
78.	9095688	95/09	नाथन मिनरल्स लि. दौलताबाद रोड, गुडगांव	क्लोरोफाईरीफॉस पायसनीय सांद्र	आईएस 08944:78
79.	8113457	95/09	बी. रोडोमाल्ड्स प्रा. लि., 140(2) इंडस्ट्रियल एरिया, जोतवाड़ा, जयपुर-302012	पानी के भंडार हेतु प्लास्टिक टकियां	आईएस 12701:89
80.	8112758	95/09	बजरग बायर प्रोडक्ट्स (इंडिया) प्रा. लि., एफ 762 (ए), रोड न. 9एपा-1, विश्वकर्मा इंडस्ट्रियल एरिया, जयपुर-302013	शिरोंपरि प्रेषण कार्यों के लिए एल्यूमीनियम के चालक	आईएस 00398:76 भाग 02
81.	8112354	95/09	जयश्री सीमेंट प्रा. लि., गांव अटवाड़ा, तहसील सोजत, पाली	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112:89
82.	8112859	95/09	कोठारी फिनलक्स लिमिटेड, प्लॉट न. ई-206, रोड न. 10, विश्वकर्मा इंडस्ट्रियल एरिया, जयपुर 302013	पानी का आपूर्ति के लिए उच्च घनत्व वाले पोलिएथीलीन पाइप	आईएस 04984:87
83.	8111554	95/09	सिमको इंडस्ट्रीज लिमिटेड, गांव कालुहेरा, पी.ओ. पनियाला तह. कोटपुतली, कोटपुतली 303108	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112:89
84.	8112556	95/09	विक्रान्त इंडस्ट्रीज, सी-14, इंडस्ट्रियल एस्टेट, 22 गोडा उन, जयपुर-302006	चूषण उपकरण	आईएस 04533:78
85.	8113255	95/09	मधु सीमेंट प्रा. लि., ई-27 रिको इंडस्ट्रियल एरिया, अलवर, बेहरोड	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112:89
86.	8111049	95/09	एमजीटी सीमेंट प्रा. लि. गांव मारवाड़ा, मडवा जिला नागपुर-346026	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112:89.

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87.	8113356	95/09	नीर-श्री सीमेंट (मंगलम सीमेंट प्रा. लि. की एक इकाई) आदित्या नगर, मोघक, कोटा-326517	53 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 12269:87
88.	8111756	95/09	पान एशिया इंडस्ट्रीज लि., गांव भैसलाणा, तह:कोटपुतली, जिला जयपुर	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112:89
89.	8112253	95/09	पेस्टोसाइड्स इंडिया, पी.बी. न. 20, उदयसागर रोड, उदयपुर-313001	हैप्टाक्लोर पायसनीय सांद्र	आईएस 06439:78
90.	8112455	95/09	सर्वोत्तम सीमेंट (प्रा.) लि. गांव चारकाड़ा, नोखा, बीकानेर-334802	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112:89
91.	8111958	95/09	रूंगटा इरीगेशन लि. 101 प्रगति टावर्स, 26 राजेन्द्र प्लेस, नई दिल्ली-110008	सिचाई उपस्कर, घूर्णी फुहारक भाग 1 ए	आईएस 12232:87 भाग 01
92.	7086475	95/09	लाइट एंड शेड्स 310 आनर्स इंड. एस्टेट, गांधिल रोड, महिम, बम्बई-400016	पंखे के इलेक्ट्रॉनिक	आईएस 11037:84
93.	7086273	95/09	परास्कर इंडस्ट्रीज, 1, 2 आनन्द एपार्टमेंट्स, कस्तूरबा रोड न. 4, बोरीबली (ईस्ट) बम्बई-400066	घरेलू और समान कार्यों के लिए स्विच	आईएस 03854:88
94.	7087679	95/09	बिजल पैकेजिंग 609 जीआईडीसी फेस 1, समीप स्टेट बैंक आफ सौराष्ट्र छतराल, तह: कलोल, जिला मेहसाणा-382729	यौकोर कनस्तर 15 किग्रा. घी वनस्पति खाद्य तेलों को बेकरी में प्रयुक्त मोयन के लिए	आईएस 10325:89
95.	8110956	95/09	हर नारायण ट्यूब्स इकन्यू जेड 754 ए; सुदर्शन पार्क, नई दिल्ली-110015	लेटेक्स फोम रबड़ उत्पाद	आईएस 01741:60
96.	8111655	95/09	गंगा इंडस्ट्रीज, 225/3 बारे हाउन रोड, आफ ए बी रोड, देवास	पावर ध्वज सुरक्षा अपेक्षाएं	आईएस 09020:79
97.	8111150	95/09	श्री इंडस्ट्रीज, 18-ए, इंडस्ट्रियल एस्टेट, लक्ष्मीबाई नगर, किला मैदान, इंदौर	पावर ध्वज सुरक्षा अपेक्षाएं	आईएस 09020:79



(1)	(2)	(3)	(4)	(5)	(6)
98.	8112051	95/09	ग्रेसिम सीमेंट (ग्रासिम इंडस्ट्रीज लि. की एक इकाई) गांव एवं पोस्ट रावन, तहसील सिमगा, रायपुर	43 ग्रेड साधारण पोर्टलैंड आईएस 08112:89	
99.	8112152	95/09	सांघवी एसबेस्टोस सीमेंट लि. (इकाई 2) 96 एवं 117, सेक्टर 'ई' सांवर रोड, इंदौर	गहराई से पानी निकालने के आईएस 13056:94	
100.	8111453	95/09	विक्रम सीमेंट गांव दामोवर पुरा, जावद तहसील, मन्दासौर	53 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 12269:87
101.	9095991	95/09	एच.पी. इंडस्ट्रीज, कारपो. (कैटल एवं पोल्ट्री फीड प्रोसेसिंग यूनिट) जाफ़पी ओ जस्सौर 176201 तहसील नूरपुर, जिला कांगड़ा (एचपी)	मोनोक्रोटोफॉस-विलेय द्रव्य	आईएम 08074:90
102.	9093482	95/09	प्राइवेट लि., 5 किमी स्टोन, बेरी रोड, जिला रोहतक, सांपला (हरियाणा)	व्यूटाकलोर पायसनीय सांद्र	आईएस 09356:80
103.	9095082	95/09	मैसर्स ओब्रा सीमेंट प्रा.लि., ओब्रा, सोनभद्रा	पेयजल आपूर्ति के लिए गैर प्लास्टिकृत पीवीसी पाइप	आईएस 04985:88
104.	9094383	95/09	मै. सुमेश कौमीकल एंड फर्टिलाइजर (प्रा.) लि., गांव महोवर, समीप गव. पोलीटेक्निक स्कूल, बस्ती-272002	जिक सल्फेट कृषि ग्रेड	आईएस 08249:76
105.	9094282	95/09	मै. सिंघल फूड्स रेलवे स्टेशन रोड, रुद्रपुर, ऊधम सिंह नगर	पशुओं के लिए मिश्रित आहार	आईएस 02085:79
106.	9096185	95/09	मै. देवप्लास्ट प्रा. लि., सी-15, यूपीएसआईडीसी इंड. एरिया इलाहाबाद	बोर नलकूपों के लिए अनम्यकृत पीवीसी जाली-दार और आवरण पाइप	आईएस 12818:92
107.	9094181	95/09	हिन्वालो इंडस्ट्रीज, पी.ओ. रेणूकूट, जिला मिर्जापुर-231217	सिंचाई प्रयोजनों के लिए एल्यूमीनियम मिश्रधातु की नलिकाएं	आईएस 07092:92 भाग 02
108.	6089577	95/09	चामुण्डी स्टील रि रोलिंग मिल्स 7 किमी होसूर रोड, बादीवाल पोस्ट, बंगलूर 560068	सामान्य संरचना इस्पात	आईएस 02062:92

(1)	(2)	(3)	(4)	(5)	(6)
109.	9094686	95/09	विक्रम सीमेंट कं. प्रा.लि. मनसा रोड, जिला भटिंडा, गांव कोटशामीर	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112:89
110.	9093381	95/09	मै. प्रोग्रेसिव थर्मल कंट्रोल्स (प्रा) लि., 39-बी, टाईप डी, एच.एस.आई.डी.सी., प्लॉट 31 फरीदाबाद फरीदाबाद-121003	पानी के मीटर (घरेलू किस्म)	आईएस 00779:78

[सं. केप्र बि/13 : 11]

बी. मुखर्जी, अपर महानिदेशक

New Delhi, the 2nd February, 1998

S.O. 329.—In pursuance of Sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulations, 1988, of Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule.

## SCHEDULE

Sl. No.	Licence No.	Operative Date	Name & address (factory) of the party	Title of the standard	IS : No/Part/Sec & Year
1	2	3	4	5	6
1.	7086677	95/09	Alcon Cement Co. Pvt. Ltd. Surla Bicholim Goa.	Portland slag cement (fourth revision) (Amendment 3).	IS 00455 : 89
2.	7085675	95/09	Movilex Irrigation Ltd. Gate No. 41, Kusgaon Post Khed, Shivapur, Tal : Bhore Pune District 412 205.	Irrigation equipment—emitters	IS 13487 : 92
3.	7086778	95/09	National Organic Chemical Industries Plot No. 1 Lote Persurani Indl. Area Khed Taluka Ratnagiri-415722.	Irrigation equipment — Strainer type filter (Amendment 1)	IS 12785 : 89
4.	7087174	95/09	Arihant Electricals	Aluminium conductors for overhead transmission purposes : Part 2 Aluminium conductors, galvanized steel reinforced (second revision) (Amendment 3).	IS 00398 : 76 Part 02
5.	7087780	95/09	Kishan Build Cement India Pvt. Ltd. National Highway 88 Rajkot Gondal Highway Shaper (Verval) Tal Kotda Sangani Distt Rajkot.	42 grade ordinary portland cement (first revision) (Amendment 3).	IS 08112:78

1	2	3	4	5	6
6. 7087275	95/09	Shree Niloskar Indu. Co. 2 Prakash Industrial Estate Near Rita Nagar, Vastrap Road, Aurangabad Ahmedabad-380026.	Monoset pumps for clear, cold water for agricultural purposes (first revision) (Amendments 2).	IS 09079 : 89	
7. 8112960	95/09	Garg Home Appliances 3, Shalimar Village Kharsa No. 902/290 Gali No. 9, LB Shastri Compound Delhi-110 052.	Domestic gas stoves for use with liquefied petroleum gases (fourth revision)	IS 04246 : 92	
8. 8113053	95/09	Konark Engg. Works (India) X/513, Jain Street Raghbar Pura-I Gandhi Nagar Delhi-110031.	Propeller type ac ventilating fans (first revision) (Amendments No. 6)	IS 02312 : 67	
9. 8111857	95/09	Nayyar & Associates Pvt. Ltd. D-113, Okhla Indl. Area, Phase-I New Delhi-110 020.	Propeller type ac ventilating fans (first revision) (Amendments Nos. 6.	IS 02312 : 67	
10. 8112657	95/09	Tulika Appliance (P) Ltd. B-19, Sector IV Noida - 201 301.	Electric immersion water heaters (fourth revision)	IS 00368 : 92	
11. 8113154	95/09	Kajal Electrical C-106, Naraina Industrial Area Phase I New Delhi-110028.	Safety of household and similar electrical appliances : Part 2 Particular requirements Sec 201 Electric Immersion Water Heaters	IS 00302 : 92 Part 02 Sec. 201	
12. 9094838	95/09	Arora Engg. Corpn. G.T. Road, Bye Pass Near Milk Plant, Opp. N.D.D.B. Jalandhar City.	Malleable cast iron pipe fittings (second revision) (Amendments No. 3).	IS 01879 : 87	
13. 9095486	95/09	Associated Group of Engineers Kartholi, National Highway Bari Brahmna (J & K).	43 grade ordinary Portland Cement (first revision) (Amendments 3).	IS 038112 : 78	
14. 9095183	95/09	Aravali Pipes Ltd. 11th Km. Stone, Balsamand Hissar (Haryana).	Steel tubes for mechanical and general engineering purposes	IS 03601 : 84	
15. 9093280	95/09	Aman Steel Industries 26/2, Industrial Area Phase 2, Chandigarh.	Steel butt hinges (sixth revision)	IS 01341 : 92	
16. 9094080	95/09	Bajwa Allied Cement Industries Ltd. P.O. Mubarakpur, Near Derabassi Distt. Patiala, Vill : Saido Majra	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112 : 78	
17. 9094989	95/09	Suryodya appliances Shed No.7 Baddi Indl. Area Baddi (HP)	Domestic gas stoves for use with liquefied petroleum gases (fourth revision)	IS 04246.84	

1	2	3	4	5	6
18. 9094585	95/09	Viram Cement Co. Pvt. Ltd. Mansa Road, Distt. Bhatinda Vill : Kotshamir.	33 Grade ordinary portland cement (fourth revision) (Amendments 3)	IS 00269 : 89	
19. 9093836	95/09	Amrit Enterprises Ltd. Plot No. 657, Indl. Area, Phase I, Chandigarh	Vanaspati (first revision) (Amendment 1)	IS 10633 : 83	
20. 9095284	95/09	Aravali Pipes Ltd. 11th Km. Stone. Balsamand Road, Hissar (Haryana)	Mild steel tubes, tubulars and other wrought steel fittings, Part I Mild steel tubes (fifth revision) (Amendments 3).	IS 01239 : 90 Part 01	
21. 9095789	95/09	Crop Chemical India C-63 To 65 Focal Point Kotakpura-151204.	Gamma—BHC (Lindane) emulsi- fiable concentrates (fourth revision) Amendment 1).	IS 00632 : 78	
22. 9093583	95/09	Growell Agriproducts Pvt. Ltd. E-25, Govt. Indl. Area Bahadurgarh-124 507	Chlorpyrifos emulsifiable concen- trates (Amendment 1)	IS 08944:78	
23. 9093684	95/09	Growell Agriproducts Pvt. Ltd. E-25, Govt. Indl. Area Bahadurgarh-124 507	Quinalphos emulsifiable concen- trate (first revision)	IS 08028:87	
24. 9094787	95/09	Nota Cement Chemicals (P) Limited Village Samalhehri Patiala Lalru	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:78	
25. 9095385	95/09	Anand Mehan Polymers Pvt. Ltd. 14/4, Mathura Road Faridabad-121 003	Unplasticised PVC pipes for pot- able water supplies (second re- vision) (Amendment 1)	IS 04985:88	
26. 9095890	95/09	Rishabh Cement Co. Pvt. Ltd. Vill. Sonari Sub Tehsil, Tauru Gurgaon	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:78	
27. 9095587	95/09	S. Pal Enterprises 378-379, Phase IV Udyog Vihar Gurgaon-122 015	PVC insulated (heavy duty) electric cables : Part I For working voltages upto and including 100 V (Third revision)	IS 01554:88 Part 01	
28. 5050545	95/09	Mangum Plastics, 48, S.N. Roy Road. Calcutta-700 038	Flexible (pliable) non-metallic conduits for electrical installa- tions	IS 06946:73	
29. 5050949	95/09	Northern Animated Animal Feed Pvt. Ltd., Goalpara, P.O. Debinagar, P.S. Raigang, Uttar Dinajpur-733 123	Compounded feeds for cattle (third revision) (Amendment Nos. 3)	IS 02052:79	

1	2	3	4	5	6
30.	5051345	95/09	Dibang Velly Timber Trade Pvt. Ltd., Balung, Distt. Roing Dibang Velly Arunachal Pradesh	Block Boards	IS 01659:79
31.	5050848	95/09	Meghna Jute Mills Unit of Gajanand Comml. Pvt. Ltd. Jagotdal P.O. 24 Parganas (WB)	A-twill jute bags (revised) (Amend- ments Nos. 5)	IS 01943:64
32.	5050747	95/09	Prabartak Jute Mills Ltd. Kamarhatti B.T. Road 24 Parganas Calcutta 700 058	Jute bags for packing foodgrains 50 kg	IS 12650:89
33.	5050646	95/09	Sika Qualorete (P) Ltd. 1/B 20-21, New Indl. Estate Block D Kalyani Nadia	Admixture for concrete	IS 09103:79
34.	5051143	95/09	Kosbala Udyog B/23, Industrial Estate Rourkela 769 004 Orissa	Deepwell handpumps (VLOM) (Amendments 2)	IS 13056:91
35.	5051244	95/09	Sri Bahubali Cement Ltd., Fatuha Industrial Area, Phase III, P.O. Fatuha	Portland slag cement (fourth revision) (Amendments 3)	IS 00455:89
36.	6088272	95/09	Pyro Systems Private Limited 11-16, Dr. Vikram Sarabhai Instronic Estate Madras 600 041	Electric irons (fourth revision)	IS 00366:91
37.	6088777	95/09	Rasi Electrodes Limited Uppara Palayam Village Almathi Post Red Hills Madras 600 052	Covered electrodes for manual metal arc welding of carbon and carbon manganese steel (Fifth revision)	IS 008314:91
38.	6087775	95/09	Sumangala Steel Ltd. Pipdic Indl Estate Mettupalayam Pondicherry 605 009	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes (second revision)	IS 02830:92
39.	6089173	95/09	Shree Sakthi Modern Flush Doors Shed No. 113 & 115 Sideo Industrial Estate Thirumazhisai 602 107	Wooden flush door shutters (solid core type) : Part 1 Plywood face panels (Fifth revision) (Amend- ment Nos. 2)	IS 02202:91 Part 01
40.	6087573	95/09	Trichy Meters 3/3 Main Road Kajamalai Trichy 620 023	ac watt-hour meter, class 005, 1 and 2 (Amendments 1)	IS 13010:90

1	2	3	4	5	6
41.	6086268	95/09	Pyro Metallurgical Services 20 Fourth Seaward Road Valmiki Nagar Thiruvannmiyur Madras 600 041	Electric immersion water heaters (fourth revision)	IS 00368:92
42.	6086672	95/09	Pyro Metallurgical Services 20 Fourth Seaward Road Valmiki Nagar Thiruvannmiyur Madras 600 041	Stationary storage type electric water heaters (third revision) (Amendment 1)	IS 02082:93
43.	6086773	95/09	Pyro Metallurgical Services 20 Fourth Seaward Road Valmiki Nagar Thiruvannmiyur Madras 600041	Electric instantaneous water heaters (second revision) (Amendment 1)	IS 08978:85
44.	6087270	95/09	Pyro Metallurgical Services 20 Fourth Seaward Road Valmiki Nagar Thiruvannmiyur Madras 600041	Safety of house hold and similar electrical appliances : Part 2 Particulars requirements	IS 00302:92 Part 02
45.	6088373	95/09	Pyro Systems Private Limited 11-16, Dr. Vikram Sarabhai Instronic Estate Madras 600 041	Safety of household and similar electrical appliances : Part 2 Particular requirments. Sec 3, Electric Iron	IS 00302:92 Part 02 Sec. 3
46.	6086571	95/09	K. Dhandpani & Co Ltd. 26-D, Veerasandra Industrial Area Hosur Road Bangalore 562 229	capacitors for power systems (second revision) (Amendments 4)	IS 02834:86
47.	6086874	95/09	Mayureshwar Industries Plot No. 7 & 8 Industrial Estate Bhalki District Bidar	Bleaching powder, stable (second revision)	IS 01065:89
48.	6087876	95/09	Bangalore Cements Pvt. Ltd. Wajjal Village Hunsaji Post Shorapur Taluk Gulbarga Di-11.	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:78
49.	6087674	95/09	Dhanlaxmi Cements (P) Ltd. 60/2 Nandoor (K) Gulbarga	43 grade ordinary Portlad cement (first revision) (Amendments 3)	IS 08112:78
50.	6089072	95/09	Energy Devices 7-2-1/A-22, Balkampet, Hyderabad 500 018	Solid bio-mass CHULHA : Part 1 Portable (metallic) (Amend- ments 2)	IS 13152:91 Part 01
51.	6088575	95/09	Hindustan Antipests Pvt. Ltd., 165 & 166, IDA, Phase V Jeedimetla Hyderabad 500 855	Carbendazim (NBC) water dis- persible powder concentrates (first revision)	IS 08446:91
52.	6086470	95/09	Himagiri Cements Pvt. Ltd. Chintalapalam Kothavalah Mandal Desapatrunipalam Post 531 173	Portland slag cement (fourth revi- sion) (Amendments 3)	IS 00455:89

1	2	3	4	5	6
53.	6086975	95/09	JD Rubber Works 20-1-530/2, Old Kabutar Khana Hyderabad	Rubber sealing rings for gas mains, water mains and sewers (first revision) (Amendment 1)	IS 05382:85
54.	6088474	95/09	KVS Industries MIG 27, KPHB Colony Kukatpally Hyderabad 500 872	Deepwell handpumps-- Components-- nitrile rubber	IS 14104:94
55.	6089476	95/09	Krishi Pesticides Pvt. Ltd., Raghavapoor Village Bibinagar Mandal Nalgonda District	Monocrotophos SL (second revision)	IS 08074:83
56.	6088676	95/09	Magna Engineering Products (P) Ltd., Chinna Avutapalli Village Gannavaram Mandal Vijayawada 521 286	Covered electrodes for manual metal arc welding of carbon and carbon manganese steel (Fifth revision)	IS 00814:91
57.	6089880	95/09	Hindustan Antipests Pvt. Ltd., 165 & 166, IDA, Phase V Jeedimeila Hyderabad 500 855	Endosulfan emulsifiable concentrates (first revision) (Amendments 2)	IS 04323:80
58.	6089981	95/09	Hindustan Antipests Pvt. Ltd., 165 & 166, IDA, Phase V Jeedimeila Hyderabad 500 855	Monocrotophos SL (second revision)	IS 08074:83
59.	6088070	95/09	Pawan power Products Pvt. Ltd., Plot No. 141/1 S.V.C. Indl. Estate Village Bollaram Medak Distt.	PVC insulated (heavy duty) electric cables : Part 2 For working voltages from 3.3 KV upto and including 11 KV (first revision) (Amendment No. 1)	IS 01554:88 Part 02
60.	6088979	95/02	Venad Conductors Pvt. Ltd., NP VII/956, Indl. Estate Pappanamodde Thiruvananthapuram 695 019	Aluminium conductors for overhead transmission purposes : Part 2 Aluminium conductors, galvanized steel reinforced (second revision) (Amendment 3)	IS 00398:76 Part 02
61.	6088171	95/09	Avanashi Engg. Co., SF 176, 200, Cheym Road Avanashi 641 654	Monoset pumps for clear, cold water for agricultural purposes (first revision) (Amendments 2)	IS 09079:89
62.	6086369	95/09	Sara Industrial Associates 146-C, Netaji Road Udayam Palayam, Sowripalayam Post Coimbatore 641 028	Submersible pumpsets (first revision) (Amendments 3)	IS 08034:76
63.	6088878	95/09	Perfect Engineering Co., 136, Pioneer Mills Peelamedu Coimbatore 641 004	Submersible pumpsets (first revision) (Amendments 3)	IS 08034:76
64.	7086172	96/09	Anupam Insulating Industries 31-A, Mide Area Nagpur 440 028	Enamelled round winding wires : Part 5 Wires for elevated temperatures (Amendments 7)	IS 04800:68 Part 05
65.	7086576	95/09	Anipra Chemicals Pvt. Ltd., B-38, MIDC Indl. Estate Ahmednagar 414 111	Dry powder for fire fighting (first revision) (Amendments 3)	IS 04308:82

1	2	3	4	5	6
66.	7085473	95/09	Deepak Industries Navyog Industrial Estate Gali No. 7, near Vazir Glass Opposite Bhagatsingh Colony Andheri East Bombay 400 959	Oil pressure stoves (fifth revision) (Amendment 1)	IS 01342:88
67.	7085978	95/09	Heatray Engineering 10/2-B, Gorthan Khurd Taluka Khopoli, Dt. Raigad Kalapur (Maharashtra)	Safety of household and similar electrical appliances : Part 2 Particular requirements, Sec 3 Electric Iron	IS 00302:92 Part 02 Sec 03
68.	7086879	95/09	Lloyds Steel Industries Ltd. Lloyds Nagar Wardha 442 001	Hot rolled steel skelp/strips for welded tubes and pipes (Amend- ment 1)	IS 10748:84
69.	7085776	95/09	Sulphur Mills Pvt. Ltd. MIDC Plot No. 8 Turbhe Naka Thana Belapur Road Distt. Thana	Cypermethrin EC (Amendment 1)	IS 12016:87
70.	7085372	95/09	Saraswati Stove products Gala No. 45, 1st Floor Patel Estate Dahisar (E) Bombay	Oil pressure stoves (fifth revision) (Amendment 1)	IS 01342:88
71.	7086980	95/09	Agronule Industries Port Road Ghoga Bhavnagar 364 005	Endosulfan emulsifiable concen- trates (first revision) (Amend- ments 2)	IS 04323 :80
72.	7088176	95/09	Bijal Packaging 609 GIDC Phase I Near State Bank of Saurashtra Chhatral Tal Kalol Distt. Mahesana 382 729	Dichlorvos emulsifiable concen- trates (first revision) (with amendments)	IS 05277:78
73.	7087073	95/09	Fleetweld (India) Limited Timba Road Via Godhra Distt Panchmahal 388 710	Welding cables (first revision)	IS 09857:90
74.	7088075	95/09	Jupitor Cement Industries Ltd. Village Mokhara, Tal Bharvad Distt. Jamnagar	43 Grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:78
75.	8111251	95/09	Nu-Lite Industries S-9, Ajay Enclave Market New Delhi 110 018	Non-ferrous metal butt hinges (fourth revision) (Amendments 2)	IS 00205:92
76.	8111352	95/09	Taj Traders A-336, Nabi Karim Pahar Ganj Delhi 110055	Domestic Gas stoves for use with liquefied pet. oleum gases (fourth revision)	IS 04246:84
77.	9093785	95/09	Gupta Indl. Corporation Cinema Road Sichind 140 406	Horizontal centrifugal pumps for clear, cold water; part 1 Agri- cultural and rural water supply purposes (second revision)	IS 06595:80 Part 01



1	2	3	4	5	6
78.	9095688	95/09	Northern Minerals Ltd. Daulatabad Road Gurgaon	Chlorpyrifos emulsifiable concen- trates (Amendment 1)	IS 08944:78
79.	8113457	95/09	Baid Rotomoulders Pvt. Ltd. 140(2), Industrial Area Jhotwara Jaipur 302012	Rotational moulded polyethylene water storage tanks (Amend- ments 2)	IS 12701:89
80.	8112758	95/09	Bajrang Wire Products (I) Pvt. Ltd. F-762(A), Road No. 9F-1 Vishwakarma Industrial Area Jaipur 302013	Aluminium conductors for over- head transmission purposes : Part 2 Aluminium conductors, galvanized steel reinforced (se- cond revision) (Amendment 3)	IS 00398:76 Part 02
81.	8112354	95/09	Jayshree Cement Pvt. Ltd. Village : Atbara Tehsil : Sujat Pali	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89
82.	8112859	95/09	Kothari Enalex Limited Plot No. E-206, Road No. 10 Vishwakarma Industrial Area Jaipur 302013	High density polyethylene pipes for potable water supplies; sewage and industrial effluents (third revision)	IS 04984:87
83.	8111554	95/09	Simco Industries Limited Village : Kaluhera P.O. Paniyala, Teh. Kotputli Kotputli 303108	43 grade ordinary portland cement (first revision) (Amendments 3)	IS 08112:89
84.	8112556	95/09	Vikrant Industries C-14, Industrial Estate 22 Godown Jaipur 302 006	Suction apparatus (first revision) (Amendments 2)	IS 04533:78
85.	8113255	95/09	Madhu Cement Pvt. Ltd. E-27, Riico Industrial Area Alwar Behror	43 Grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89
86.	8111049	95/09	MGT Cements Pvt. Ltd. Village Marwar, Mundwa Distt. Nagpur 346 026	43 Grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89
87.	8113356	95/09	Neer-Shree Cement (A Unit of Manglam Cement P. Ltd), Aditya Nagar Medak Kota Kota 326 517	53 Grade ordinary Portland cement (Amendments 3)	IS 12269:87
88.	8111756	95/09	Pan Asia Industries Ltd. Village Bhainslana, Teh. Kotputli Distt. Jaipur	43 Grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89
89.	8112253	95/09	Pesticides India P.B. No. 20 Udaisagar Road Udaipur Udaipur 313 001	Heptachlor emulsifiable concentrates (first revision) (Amend- ments 2)	IS 06439:78

1	2	3	4	5	6
90.	8112455	95/09	Sarvotam Cement (P) Ltd. Vill. Charkara Nokha Bikaner 334 802	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89
91.	8111958	95/09	Rungta Irrigation Ltd. 101 Pargati Towers 26 Rajendra Palace New Delhi 110008	Rotating sprinkler : Part I Designe and operational requirement	IS 12232:87 Part 01
92.	7086475	95/09	Light & Sheds 310, Owners Indl. Estate Gabrial Road Mahim Bombay 400 016	Electronic type fan regulators (Amendment 1)	IS 11037:84
93.	7086273	95/09	Paraskar Industries 1, 2 Anand Apartments Kasturba Road No. 4, Borivli (East) Bombay 400 066	Switches for domestic and similar purposes (first revision) (Amend- ments 3)	IS 03854:88
94.	7087679	95/09	Bijal Packaging 609 GIDC Phase I Near State Bank of Saurashtra Chhatral Tal Kalol Distt. Mahesana 382 729	Square tins—15 kg for ghee, VANASPATI, edible oils and bakery shortenings (first revi- sion) (Amendment 1)	IS 10325 :89
95.	8110956	95/09	Har Naram Tubes WZ-754 A, Sudershan Park New Delhi 110 015	Latex-foam rubber products (Amendment Nos. 4)	IS 01741:60
96.	8111655	95/09	Ganga Industries 225/3 Ware House Road Off A.B. Road Dewas Dewas	Safety requirements for power threshers (Amendments 4)	IS 9020:79
97.	8111150	95/09	Shree Industries 18-A, Industrial Estate Laxmibai Nagar Kila Maidan Indore Indore	Safety requirements for power threshers (Amendments 4)	IS 09020:79
98.	8112051	95/09	Grasim Cement (A Unit of Grasim Industries Ltd.) Village & PO Rawan Tehsil Singa Raipur Rawan	43 Grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89
99.	8112152	95/09	Sanghvi Asbestos Cement Ltd. (Unit -2) 96, & 117 Sector E Sanwer Road Indore Indore	Deepwell handpumps (VLOM) (Amendments 2)	IS 13056:94

1	2	3	4	5	6
100.	8111453	95/09	Vikram Cement Village Damodar Pura Jawad Tehsil, Mandsaur	53 grade ordinary Portland cement (Amendments 3)	IS 12269:87
101.	9095991	95/09	H.P. Agro Industries Corpn. (Cattle & Poultry Feed Processing Unit) Jachh P.O. Jassur 176 201 Teh. Nurpur Distt. Kangra (HP)	Monocrotophos SL (second revision)	IS 08074:90
102.	9093482	95/09	Pioneer Products Ltd. 5 Km Stone, Dighal Beri Road Distt. Rohtak Sampla (Haryana)	Butachlor emulsifiable concentrates (Amendments 2)	IS 09356:80
103.	9095082	95/09	M/s. Obra Cement Pvt. Ltd. Obra Sonebhadra	Unplasticised PVC pipes for potable water supplies (second revision) (Amendment 1)	IS 04985:88
104.	9094383	95/09	M/s. Suyash Chemical & Fertilizer (P) Ltd. Village Mahudor Near Govt. Polytechnic School, Basti Basti 272 002	Zinc sulphate, agricultural grade (Amendments 2)	IS 08249:76
105.	9094282	95/09	M/s. Singhal Foods Railway Station Road, Rudrapur, Udham Singh Nagar	Compounded feeds for cattle (third revision) (Amendment Nos. 3)	IS 02052:79
106.	9096185	95/09	M/s. Devplast Pvt. Ltd. C-15, Upside Industrial Area Allahabad Allahabad	Unplasticized PVC screen and casing pipes for bore/tubewell (first revision)	IS 12818:92
107.	9094181	95/09	Hindallo Industries P.O. Renukoot Distt. Mirzapur 231 217	Aluminium alloy tubes for irrigation purposes : Part 2 Extruded tubes (second revision)	IS 07092:92 Part 02
108.	6089577	95/09	Chamundi Steel Re-Rolling Mills 7th Mile, Hosur Road Madivala Post Bangalore 560 068	Steel for general structural purposes (Fourth revision) (supercedes IS 225:1975) (Amendment No. 1)	IS 02062:92
109.	9094686	95/09	Viram Cement Co. Pvt. Ltd. Mansa Road, Distt. Bhatinda Vill : Kotshamir	43 grade ordinary portland cement	IS 08112:89
110.	9093381	95/09	M/s. Progressive Thermal Controls (P) Ltd. 39-B, Type D, HSIDC Sector-31, Faridabad Faridabad 121 003	Water meters (domestic type) (Fifth revision) (Amendments 3)	IS 00779:78

[No. CMD/13 : 11]

B. MUKHERJI, Addl. Dir. Genl.

अम मंत्रालय

नई दिल्ली, 15 जनवरी, 1998

का०आ० 330.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार—I, हैदराबाद के प्रबन्धतन्त्र के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण—I, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-98 को प्राप्त हुआ था।

[संख्या एल-12012/102/95-आई० आर० (बी० I)]  
पी०जे० माईकल, डैस्क अधिकारी

# MINISTRY OF LABOUR

New Delhi, the 15th January, 1998

S.O. 330.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal-I, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Hyderabad and their workman, which was received by the Central Government on 12-1-98.

[No. L-12012/102/95-IR(B.I.)]  
P. J. MICHAEL, Desk Officer

## ANNEXURE

### BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

#### PRESENT:

Sri V. V. Raghavan, B.A., LL.B., Industrial Tribunal-I.  
Dated, 20th day of December, 1997  
Industrial Dispute No. 124 of 1996

#### BETWEEN

Sri Abdul Raheem,  
C/o. Md. Ismail,  
H. No. 9-99, Alampalli,  
Vikarabad Mandal,  
Ranga Reddy District. ...Petitioner.

#### AND

The Branch Manager,  
State Bank of Hyderabad,  
Vikarabad Branch,  
Ranga Reddy District. ...Respondent

#### APPEARANCES:

Sri G. Vidyasagar, Advocate for the petitioner.  
Sri V. Seshagiri, Advocate for the respondent.

#### AWARD

The Government of India, Ministry of Labour by its order No. L-12012/102/95-IR(B-I) dated 23-8-96, referred the following dispute u/s. 10(1)(d) and 2A of Industrial Disputes Act, 1947 for adjudication:

"Whether the management of State Bank of Hyderabad is justified in terminating the services of Sri Abdul Raheem? If not, to what relief he is entitled to?" Both the parties appeared and filed their pleadings.

(2) The petitioner/workman filed a claim statement with the following contentions:

The petitioner was engaged by the respondent on 9-4-84 as Peon and paid Rs. 200 per month. He was deputed to watch the locked up Small Scale Industry units which were financed by the Bank. The petitioner is performing his duties under the guidance of the Branch Manager, Vikarabad

Branch and working in various godowns which were hypothecated to the Bank. The petitioner applied for the appointment as per the notification dated 20-7-91, but his application was not considered, and he was terminated orally on 4-8-91 without assigning any reasons. The Branch Manager recommended for the appointment of the petitioner on permanent basis by the letter dated 23-5-90. The petitioner worked for 7 years but his services were terminated without following section 25F of I.D. Act. Hence, the petitioner is entitled to reinstatement with all back wages etc.

(3) The respondent Bank filed a counter contending as follows:

The respondent has advanced various credit facilities to the company known as M/s. S. V. Earth and Chemicals Pvt. Ltd., for conducting the business. The said company hypothecated stocks and raw material in favour of the respondent in order to secure the advances given by the respondent. The stocks and raw materials were kept in the godowns hired by the said company from A.P.I.L.C. The said company started incurring losses due to differences between the Directors of the company. The company was actually closed. The respondent has converted the cash credit hypothecation into cash credit lock and key in order to secure its position and realise the outstanding dues from the company. The respondent asked the said company to post a watchman to look after the goods kept in the godown. The company appointed the petitioner and another and requested the respondent to pay their salaries and debit it to their loan account. Accordingly the respondent paid the wages by debit vouchers and debited the same to the said loan account. The petitioner was never employed by the respondent and he has not worked under the guidance of the respondent's Branch Manager. He worked as a temporary godown chowkidar. Since, the petitioner did not work for 90 days on temporary basis with the respondent on or after 1-1-82 he was not considered for appointment on regular basis as per the notification for recruitment of sub-staff. Hence, the reference is liable to be rejected.

(4) The petitioner examined himself as WW1 and filed Exs. W1 to W8. The Branch Manager of the respondent Bank is examined as MW1 and filed Exs. M1 to M4.

(5) The point for consideration is:

"Whether the respondent is justified in terminating the services of the petitioner?"

(6) Point.—Admittedly the respondent advanced money to M/s. S. V. Earth and Chemicals Pvt. Ltd., at Vikarabad. The company hypothecated stocks and raw materials to the bank. When the company was sustaining losses, the bank converted the loan cash credit hypothecation into cash credit lock and key. So the company, though the owner of the stock, cannot remove them from the godown without the consent of the Bank Manager. It may be that a set of the keys of the locks were available with the Bank Manager himself. The Bank Manager appointed a Watchman to safeguard the interest of the bank, so that the stock in the godown may not be stolen away by the third parties or taken away by the owner himself. The bank is paying the wages of the watchman and the bank is debiting the wages of the watchman to the account of the loanee. The admissions of the Bank Manager in chief examination itself are as follows:

"There is a company by name S. V. Earth Chemicals Limited at Vikarabad. We have financed the said company. We have given cash credit facility upto Rs. 4 lakhs. The company became sick in 1984. At the request of the company we have appointed the petitioner as Watchman to watch the godowns of the company as the articles in the godowns were pledged to us and are under our lock and key. The condition is that the company itself has to pay the wages of the watchman. We paid the wages to the petitioner and debited the same to the account of the company. He worked as such from 1-1-84 to 3-7-1991. He was paid Rs. 250 per month from 1-1-84 to 30-6-1989 and Rs. 375 per month upto 3-7-91. Ex. M1 is a copy of the ledger account of M/s. S. V. Earth and Chemicals Limited from July, 1988 to March, 1993. The petitioner was paid under vouchers. Ex. M2 paper contains

the xerox copy of three such vouchers. It was paid in cash. He had no account with us (in the bank)."

(7) Thus the petitioner was appointed by the bank itself to safeguard its own interest. The petitioner is a representative of the bank. He watches the hypothecated goods of the loanee. The Branch Manager under Ex. W3 letter dated 23-5-90 addressed to the Regional Manager to provide employment to the petitioner. He has admitted therein "taking into consideration his youth welfare and the length of service has put in with us indirectly relying in our good faith, I recommend that he may be provided with employment opportunity on a permanent basis".

(8) The Bank call for applications from persons who worked on temporary basis with bank for 90 days or more after 1-1-82 under Ex. W4 notification and the petitioner submitted his application. It was not considered on the ground that he did not work in the bank and he worked as a watchman in the godown. The contention of the bank is that he was not an employee of the Bank and he is only an employee of the loanee. But in the circumstances stated above, he is an employee of the Bank only. Our High Court held so in Writ Petition No. 14614 of 1994 and it is confirmed by a Division Bench in the Writ Appeal No. 1089 of 94 on 21-3-96. In the said case also, the workman was appointed by Bank to watch the stocks lying with M/s. B. K. Industries and he was paid by the Bank. When he was terminated by the bank, he raised a dispute. The bank contended that he is not an employee of the bank and he is an employee of the M/s. B. K. Industries. This Tribunal passed an Award dated 15-3-94 in I.D. No. 4/91 holding that the watchman is an employee of the Bank and not M/s. B. K. Industries and reinstated. When the Bank questioned the award in Writ Petition the learned judge considered the facts and confirmed the Award. When the bank preferred a Writ Appeal Division Bench also confirmed the same by holding that there is a contract between the workman and the Bank.

(10) In the above circumstances, an Award is passed that the petitioner is an employee of the bank and he was retrenched, without following section 25F of I.D. Act. So the retrenchment is bad in law. The respondent shall reinstate the petitioner into service as watchman with continuity of service and back wages.

Dictated to the steno-typist, transcribed by her, corrected by me and given under my hand and the seal of this Tribunal, this the 20th day of December, 1997.

V. V. RAGHAVAN, Industrial Tribunal-I, Hyd.

#### Appendix of Evidence

Witnesses examined for the petitioner:

WW1—Sri Abdul Raheem. MW1—Sri B. Purushotham.

Documents marked for the petitioner:

- Ex. W1—Xerox copy of Transfer certificate.
- Ex. W2—Representation dated 27-2-90 given to the Manager, SBH, Vikarabad.
- Ex. W3—Letter dated 23-5-90 written by the Branch Manager to the Regional Manager reg. the employment of WW1.
- Ex. W4—Xerox copy of paper publication dated 20-7-97.
- Ex. W5—Details of the wages paid to WW1 from 1984 to 1991.
- Ex. W6—Representation given to the ALC(C), Hyderabad.
- Ex. W7—Remarks submitted by the Branch Manager dated 22-8-94.
- Ex. W8—Failure report dated 13-3-95 submitted by the ALC(C)I, Hyderabad.

Documents marked for the respondent:

- Ex. M1—Copy of the ledger account of M/s. S. V. Earth and Chemicals Ltd., from July 1988 to March

Ex. M2—Xerox copy of vouchers.

Ex. M3—Register containing the daily wages particular registers entry at page 8 of the petitioner.

Ex. M4—Letter given by the S. V. Earth Chemicals to the Regional Manager, SBH for waiving the interest.

नई दिल्ली, 19 जनवरी, 1998

का.प्र. 331.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिजर्व बैंक आफ इंडिया, नई दिल्ली के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-1-98 को प्राप्त हुआ था।

[संख्या एल-12012/39/88-डी-4(ए)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 19th January, 1998

S.O. 331.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Reserve Bank of India, New Delhi and their workman, which was received by the Central Government on 16-1-98.

[No. L-12012/39/88-D-4(A)]  
P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 102/88

In the matter of dispute between:  
Secretary,

Reserve Bank Employees' Union,  
c/o Reserve Bank of India, Sansad Marg,  
New Delhi-110001.

Versus

Manager,  
Reserve Bank of India,  
Sansad Marg,  
New Delhi-110001.

#### APPEARANCES:

Shri R. Mehndiratta—for the management.  
Shri S. L. Kaushik—for the workman.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/39/88-D.4 (A) dated 28-9-88 has referred the following industrial dispute to this Tribunal for adjudication:—

"Whether the action of the management of Reserve Bank of India in not confirming Shri Narsingh Das Gupta as Asstt. Treasurer and promoting some junior employee through an interview on 29-7-87 is justified? If not, to what relief is the workman entitled?"

2. The concerned workman, Shri Narsingh Das Gupta was initially appointed as Coin/Note Examiner Gr. II in Reserve Bank of India on 12th December, 1960 and was subsequently promoted as Coin/Note Examiner Gr. I/Teller, when his turn came according to the seniority.

3. The concerned workman was called for interview along with 9 other eligible tellers on 29-7-87 for the post of Asstt. Treasurer for panel of 1987-88. The concerned workman alongwith two other Tellers, was not selected for promotion. The said panel was for one year. Subsequently the concerned workman was again called for interview on 22-8-1988 for promotion to the post of Assistant Treasurer and was selected.

4. It is alleged by the union that non-selection of the concerned workman for promotion to the post of Assistant Treasurer on 29-7-1987 was illegal and against the law in as much as that juniors to him had been selected, while he was not promoted. It is also alleged by the Union that the concerned workman had officiated as Assistant Treasurer since 1984 on day-today basis and on regular basis from 1-8-87 to 3-8-1987. It is further alleged that the empanelment for 1988 for all practical purposes, was an appendage of 1987 panel, because only those who had not been selected in 1987 were called. The Union has claimed seniority of the concerned workman in the post of Assistant Treasurer w.e.f. 1-8-87 with all consequential benefits.

5. In reply, the management have denied the allegations of the concerned workman and have stated that as per prescribed procedure for promotion/empanelment for the post of Asstt. Treasurer in the Bank, seniority is considered for calling an employee for interview and suitability/fitness of the job is judged by the Selection Board on the basis of his performance before it, and that seniority-cum-suitability is the criteria for promotion/empanelment for the post of Asstt. Treasurer in the Bank. It is also stated that the concerned workman alongwith 2 others, was not found suitable by the Selection Board and, therefore, was not empanelled for the post of Asstt. Treasurer.

6. The Management have filed certain documents under sealed cover treating them to be confidential, and have examined Shri S. L. Ravi, Personnel Officer, Reserve Bank of India, New Delhi as MW 1/1.

7. The union has filed 7 documents and have examined the concerned workman as WW 1/1.

8. I have heard representatives of both the parties and have gone through the evidence on record.

9. It is a case in which the concerned workman has claimed seniority w.e.f. 1-8-1987 in the post of Asstt. Treasurer on the ground that he had officiated as Asstt. Treasurer from 1-8-1987 to 3-8-1987 on regular basis.

10. It is not disputed that the concerned workman was not selected for promotion to the post of Asstt. Treasurer in the interview held on 29-7-1987, which was challenged by the Union before the Asstt. Labour Commissioner (Central), New Delhi which was ceased into conciliation on 29-2-1988 and the F.O.C. report was sent by the Asstt. Labour Commissioner (Central), Delhi, vide letter dated 17-5-1988 to the Government of India, Ministry of Labour, New Delhi resulting in the present reference. It is also undisputed that for panel of 1988-89 for promotion to the post of Asstt. Treasurer only those three employees who had been declared unsuccessful in the interview held on 29-7-87 including the concerned workman, were called for interview and the concerned workman, was selected for promotion to the post of Asstt. Treasurer.

11. It has been alleged by the union that there was only one post of Asstt. Treasurer for which 10 candidates were called for interview for promotion to the said Post out of which six were selected. In reply, it has been stated by the management that it has been so done in view of the anticipated vacancies during 1987-88. The management has failed to justify as to why unlike previous interview, only 3 candidates who had been not selected for the panel of 1987-88, were called for interview for the panel of 1988-89. The fact that the concerned workman had officiated as Asstt. Treasurer on regular basis from 1-8-1987 to 3-8-1987 could also not be rebutted by the management. This position of fact leads to the only conclusion that the interview taken on 22-8-1988 for promotion to the post of Asstt. Treasurer, was aimed only to deny the promotion to the concerned workman from 1-8-87 to which he was otherwise entitled otherwise there could be no reason only to interview those who were not successful in earlier interview held on 22-7-1987. It also

supports the contention of the union that it was a residual/supplementary panel of 1987 as no fresh Teller was called and the number of anticipated vacancies remained the same and nor new sanctioned posts of Asstt. Treasurers had been created.

12. In view of the established facts on record, documents filed by the management under sealed cover, have no more relevance and need not be gone through by me.

13. From the material on record before me, I find that the action of the management of Reserve Bank of India in not confirming Shri Narain Das Gupta as Asstt. Treasurer and promoting his junior through an interview held on 29-7-87, is not justified, as a result of which the concerned workman is entitled to be confirmed as Asstt. Treasurer w.e.f. 1-8-87 with all consequential benefits.

14. Award is given accordingly.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 20 जनवरी, 1998

का.प्र. 332.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बनारस स्टेट बैंक, वाराणसी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कामपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-1-98 को प्राप्त हुआ था।

[संख्या एल-12012/17/94-आईआर(बी-1)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 20th January, 1998

S.O. 332.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Benaras State Bank, Varanasi and their workman, which was received by the Central Government on 19-1-98.

[No. L-12012/17/94-IR(B.1)]  
P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 38 of 1996

In the matter of dispute between :

General Secretary,  
All India Benaras State Bank Employees Union,  
C. K. 27/R, Dhabariya Gali,  
Chowk Varanasi.

AND

President, Benaras State Bank,  
Head Office Sankat Mochan Marg,  
Lanka, Varanasi.

#### AWARD

1. Central Government Ministry of Labour, vide Notification No. L-12012/17/94-IR B-I dated 26-3-96 has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Benaras State Bank Limited, Head Office Varanasi in not promoting Sri Shatrughan Chaturvedi, Sub-Staff prior to 28-4-94 and also in not posting Sri Chaturvedi at their Industrial State Varanasi Branch while pro-

roating Sri Chaturvedi vide their order dated 3-5-91 is legal and justified. If not, what relief the workman is entitled to ?

2. There is no dispute between the parties that the concerned workman Shaurughan Chaturvedi was appointed as peon of the opposite party Benaras State Bank. Later on by order dated 3-5-91 he was promoted as clerk and was asked to join at Imliya Bazar Branch.

3. The case of the concerned workman is that at the time of promotion post of a clerk at Industrial Estate Branch Varanasi branch was vacant because of death of Subhasan Sarin. Hence in terms of promotion policy he was entitled for his posting at the above mentioned branch. Similarly one B. N. Pandey, Peon-cum-Farrash of Mughalsara branch was promoted on 23-10-92 as clerk. He was posted at Ram Nagar branch but the workman was not posted there. This all is an unfair labour practice.

4. The opposite party bank has filed reply in which it has been alleged that after promotion vide order dated 3-5-91 the concerned workman did not join at its Imaliya branch. He made a representation on 11-5-91 which was decided on 21-5-91 still the concerned workman did not join hence a final letter dated 5-7-91 was issued giving him opportunity to join as clerk by 15-7-91 failing which his promotion order would be cancelled. Once again by letter dated 12-7-91 the concerned workman showed his unwillingness to join at Imaliya Bazar Branch, hence the promotion order of the workman stood cancelled.

5. In the rejoinder it has been reiterated that the opposite party bank has indulged in an unfair labour practice by not giving posting at Industrial State Branch.

6. From the above pleadings of the parties it will be obvious that whole problem has arisen because of intransigence of the concerned workman in not joining at Imaliya Bazar Branch. I have gone through the provisions of clause 1.12 of promotion policy which does not makes it obligatory for the management bank to post a promoted person at a certain place. Rather it shows that as far as possible promoted official should be accommodated. In my opinion, the concerned workman had no right what so ever for having his posting as Industrial State Branch, as an employee could not be chooser regarding place of his posting. There can also not any discriminatory in respect of posting as it is the sole prerogative of the management as to post person at various places taking into consideration the capacity efficiency and other things. In this way I am of the view that the management had not committed any breach of settlement or principles of natural justice in not posting the concerned workman at Industrial State Branch. There is copy of letter dated 5-7-91 on record by which the concerned workman was given last opportunity to join at Imaliya Bazar Branch by 15-7-91 failing which his promotion order would stand cancelled. Then there is copy of letter dated 12-7-91 of the concerned workman by which the concerned workman has alleged that in no circumstances he will be joining at Imaliya Bazar Branch. That shows that he had failed to comply with this order of management dated 5-7-91. In this way his promotion order stands cancelled as such question of his promotion after 15-7-91 does not arise.

6. In view of above discussion, my award is that the concerned workman is not entitled for any promotion and the concerned workman had no right of posting at Industrial State Branch Varanasi after promotion. Hence he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 20 जनवरी, 1998

का. शा. 333.--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला, पटियाला के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, अनुबंध

में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-1-98 को प्राप्त हुआ था।

[संख्या एल-12012/251/93-आईआर (बी-1)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 20th January, 1998

S.O. 333.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Patiala, Patiala and their workman, which was received by the Central Government on the 19-1-98.

[No. L-12012/251/93-IR(B. I.)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SHRI B. K. SHRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, DEOKI PALACE ROAD, PANDU NAGAR, KANPUR

Industrial Dispute No. 29 of 1994

In the matter of dispute between :

Naresh Kumar Saini  
S/o Nirmal Dass  
R/o Line Ramtaliya,  
Moradabad

AND

General Manager,  
State Bank of Patiala  
Head Office  
The Mall Road,  
Patiala.

#### APPEARANCE :

Shri B. P. Saxena for the workman.  
Shri S. K. Jain for the management.

#### AWARD

1. Central Government Ministry of Labour New Delhi vide its Notification No. L-12012/251/93-I.R. (B-I) dated 24-3-94 has referred the following dispute for adjudication to this Tribunal :

Whether the claim of Shri Naresh Kumar Saini S/o Shri Nirmal Das, part time employee that the management of State Bank of Patiala has terminated his services illegally w.e.f. 1-9-90 is justified ? If so, to what relief the workman is entitled to ?

2. The case of the concerned workman Naresh Kumar Saini is that he was engaged as a peon on 28-8-88 by the opposite party State Bank of Patiala at Bartan Bazar Branch Chaumukhapul Moradabad City, work of peon for whole time was taken from him but pay was paid to him at the rate of Rs. 100/- P.M., which was later on increased to Rs. 175/- P.M. When he consistently asked for pay of peon, the opposite party illegally terminated his services w.e.f. 1-9-90, in breach of provision Section 25F I.D. Act.

3. The opposite party has filed reply in which it has been alleged that the concerned workman was never engaged as a peon. Instead he was engaged as part time Water-Boy. There was no need of compliance of Section 25F I. D. Act in such a case.

4. In the rejoinder nothing new has been alleged.

5. In support of his case the concerned workman has examined himself as WW-1. Beside he has file document which has not been exhibited. In rebuttal the management has examined P. K. Mahant MW-1 beside Ext. M-1 to Ext. M-4 has been filed.

6. It is first to be determined as to whether the workman was engaged as Peon or Water Boy. In this regard there is only evidence of Naresh Kumar Saini WW-1 who has stated that he had worked as peon for whole day. He has further admitted that he was paid Rs. 175/- P.M. On the other hand P. K. Mahant has stated there were already peon like Pawan Kumar and Vindhyachal in this branch. Beside Ext. M-3 is the letter of branch Manager dated 29-9-88 which goes to show that the concerned workman was engaged as water boy. In view of this documentary evidence I come to the conclusion that concerned workman was engaged as Part Time Water Boy and not as a peon.

7. There is no denial of the fact that concerned workman had continuously worked from 20-8-88 to 31-8-90. This fact has also been proved by Naresh Kumar Saini WW-1. Admittedly no retrenchment compensation and notice pay has been given to him when he was removed from service. Hence there has been breach of provision of Section 25F I.D. Act. This requirement is necessary even a case of Part time worker, as he is also covered by the Provision of Section 2(s) I.D. Act.

8. Accordingly my award is that the termination of concerned workman as Part Time Water Boy is bad and will be entitled for reinstatement with back wages.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 28 जनवरी, 1998

का.आ. 334.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार यूनाइटेड वेस्टर्न बैंक लिमिटेड, सतारा के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कम-लेबर कोर्ट, बाम्बे के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-98 को प्राप्त हुआ था।

[संख्या एल-12012/299/95-आई आर (बी I)]

पी.जे. माइकल, डेस्क अधिकारी

New Delhi, the 28th January, 1998

S.O. 334.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal cum-Labour-Court No. 2 Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of United Western Bank Ltd., Satara and their workman, which was received by the Central Government on the 27-1-98.

[No. L-12012/299/95-IR(B. I.)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.II, MUMBAI PRESENT :

Shri S. B. Panse, Presiding Officer.

REFERENE NO. CGIT-2/22 of 1997

BETWEEN :

Employers in relation to the management of United Western Bank Ltd. Satara

AND

Their Workmen.

APPEARANCE :

For the employer : Mr. M. N. Tambekar

Representative.

For the workmen : Mr. S. R. Bhagwat

Representative.

Mumbai, dated 8th January, 1997

#### AWARD—PART-I

The Government of India, Ministry of Labour by its order No. L-12012/299/95-IR(B. I.), dated 23-6-97, had referred to the following Industrial Dispute for adjudication.

"Whether the action of United Western Bank Ltd. imposing of stoppage of six increments of Shri S. V. Surpur with



effect from 23-7-1990 and the demand for full wages for the suspension period is justified? If not to what relief workman is entitled?"

2. The Joint Secretary of the United Western Bank Karmachari Sangh filed a statement of claim at Ex-2. S. V. Surpur the concerned workman is a member of the Karmachari Sangh.

3. Surpur was working in the Fort Branch of the United Western Bank Limited the employer. It is pleaded that the workman was suspended without any cause on 31-5-89. It was alleged there in that,

- (a) disorderly and indecent behaviour on the premises of the bank.
- (b) wilfully slowing down the performance of the work allotted.
- (c) willfully disobeyed instruction of higher authorities.

4. The Sangh pleaded that thereafter a charge sheet dated 21-8-89 was issued to him. It is alleged that the workman committed misconducts under :

- para 19.5(g) Wilful slowing down in performing work doing any act prejudicial to the interest of the bank or gross negligence involving or likely to involve the bank in serious loss.
- para 19.5(j) wilful insubordination or disobedience of any lawful and reasonable order of the Manager or of a Superior.
- para 19.5(c) Disorderly or indecent behaviour in the premises of the Bank.

5. The management appointed the inquiry officer and conducted a domestic inquiry against the workman. It is submitted that the charge which was framed against the workman is vague. It is averred that the inquiry was against the Principles of Natural Justice and the findings of the inquiry officer are perverse. It is pleaded that the inquiry officer did not apply his mind and recorded his findings on presumptions and surmises.

6. The Sangh averred that the entire domestic inquiry was a farce. It is submitted that the punishment was inflicted even before beginning of the inquiry. Further more the punishment which awarded is disproportionate to the charges proved. In fact the said punishment is not warranted for those charges. It is submitted that the workman protested in a democratic manner but committed no offence much less a cognisable offence/misconduct. The workman had to bear expenses for engaging an advocate. It is averred that the Appellate authority also did not consider the grounds on which the appeal was preferred in its proper prospective.

7. The Sangh averred that the suspension order which was issued was not warranted at all. It is submitted that if it is said that the management had authority to suspend the employees it is to be used in the arrest and rare case and the facts of this case do not warrant such a suspension.

8. For the reasons stated above the Sangh prays that the entire domestic inquiry and the findings be struck down and the bank be asked to strike off any/all adverse remarks entered after the inquiry. It is further prayed that the workman be paid full wages (including those deducted for alleged go slow) and reduce the punishment of one increment stoppage alongwith compensation for mental agony and life long stigma.

9. The management resisted the claim by the written statement Exhibit-8. It is averred that the effective punishment imposed upon the workman is that of stoppage of one increment with cumulative effect and not that of stoppage of six increments. Such an issue is mentioned in the schedule under reference is not in existence. It is averred that the domestic inquiry which was conducted against the workman is as per the principles of Natural Justice and the findings of the inquiry officer are legal and proper. It is submitted that the suspension order which was issued against the workman is justified. It is prayed that the workman is not entitled to any of the reliefs as claimed.

10. The issues are framed at Exhibit-12. The issues Nos. 1, 2 and 4 are to be treated as preliminary issues. The issues and my findings there on are as follows :

Issues	Findings
1. Whether the domestic inquiry which was held against the workman was against the Principles of Natural Justice.	No.
2. Whether the findings of the inquiry officer are perverse ?	No.
3. Whether in view of the decision in appeal stopping only on increment by way of punishment whether the present dispute exists ?	Does not exist.

### REASONS

11. Surendra Vishnu Surpur (Exhibit-13) the workman examined for himself to justify his claim and produced the documents at Exhibit-3. As against that Vittal Sadashiv Kulkarni : (Exhibit-61) the inquiry officer was examined for the management. The bank also produced the documents alongwith Exhibits-11, 14 & 26.

12. It is argued on behalf of the management that being aggrieved by the order of stoppage of six

increments the workman preferred an appeal before the Joint General Manager (Personnel and Administration) who is the Appellate Authority. The workman was heard thoroughly. Thereafter the Appellate authority by its order dated 12-12-90 (Exhibit-27) allowed the appeal only in respect of the punishment and the punishment was reduced up to stoppage of one increment with cumulative effect. Looking to the schedule it can be seen that the first part of the Schedule speaks whether the action of United Western Bank Limited imposing the stoppage of six increments of Shri S. V. Surpur w.e.f. 23-7-90 is justified. Looking to the appellate authorities orders it is argued on behalf of the management that there is no dispute in existence which is alleged to be referred by the Government to this Tribunal for adjudication. On the other hand it is tried to argue on behalf of the workman that there is a stoppage of one increment of the workman and the dispute exists. I am not inclined to accept this submission. It is well settled law that the Tribunal had no Jurisdiction to decide the reference which is outside the scope of the schedule. No doubt it can consider the issues which are arising out of and in connection with the reference. The punishment of stoppage of one increment it, cannot be said that this dispute is arising out of the reference which is made by the Tribunal. Naturally it has to be said that now the dispute does not exist.

13. For the sake of argument if it is said that the finding on the above said issue is incorrect. I proceed to give findings on the remaining issues also. In fact I have to give findings on the remaining issues because there is also one issue involved in this reference in respect of wages and other money benefit in respect of suspension period. In issue No. 4 there is no reference in respect of this part of the schedule. It is not treated as a preliminary issue.

14. Surpur (Exhibit-13) in his cross-examination admits that he represented his case in a domestic inquiry as per his wish. He received the copies of the documents on the date of the hearing, but did not receive the copy of the list of witnesses. But that does not prejudice him. He accepts the position that he thoroughly cross examined the management witnesses. He did receive the copy of the findings of the inquiry officer and also the second show cause notice. He was given the personal hearing in appeal. He was allowed to be represented by an advocate, in the appeal.

15. Mr. Kulkarni (Exhibit-61) the Inquiry officer affirm that the domestic inquiry which was held against the workman was as per the Principles of Natural Justice and no prejudice was caused to the workman. There is no reason to disbelieve the witness. In fact there is nothing in the testimony of Surpur for coming to the conclusion that the conclusion the domestic inquiry which was held against

the workman was against the Principles of Natural Justice.

16. It is tried to argue on behalf of the workman that the chargesheet is vague. Exhibit. 28 is a chargesheet dated 21-8-89. It is in fact a very detailed chargesheet holding different instances which attracted different clauses of Bipartite settlements attracting misconducts committed by the workmen. The workman had understand the chargesheet and had denied the charges there in. I do not find any thing in the chargesheet calling it to be vague.

17. Mr. Bhagwat, the Learned Representative for the workman argued that the findings of the inquiry officer are perverse. They are based on the presumptions and surmises and the domestic inquiry was nothing but a farce. On the other hand, Mr. Tambekar The Learned Representative of the management argued that the inquiry officer had given his report (Exhibit-30). It is well reasoned and the findings cannot be said to be perverse.

18. The report of the inquiry officer is at Exhibit-30. After perusal of the report it can be very well seen that he had given a very detailed report. He had analysed the evidence taking every instance relating to different charges separately. He analysed the evidence of Hirani, the Manager of Credit, V. R. Joglekar Officer staff department and V.S. Kulkarni, Officer Bombay Regional Officer. The analysis carried out by him is well reasoned. Kulkarni is the eye witness of the incident dated 29-5-89. He had categorically stated that the workman was instructed to leave the office after office hours to close the branch. But refused to leave the premises. Ultimately the police was required to be called in the branch. However before the police arrived at the branch the workman left the premises. The behaviour of the workman disrupted the working of the branch. It is tried to establish by the workman that he was waiting for his friend to come. That does not appear to be a correct one. There is no reason why Kulkarni is to be disbelieved. There are different letters written by the workman to the management on flimsy ground which clearly suggests the approach of the workman to his duties and towards the management. Wherever he was asked to do the work and complete the same he had written letters which are at Exhibit-40 to 47. After perusal of these letter I repeat that the whole approach of the workman appears to be not proper. It is therefore the finding of the inquiry officer that he did not complete the work allotted to him is proper.

19. The management witnesses have deposed what an ordinary clerk is expected to do, the given work in a particular time. It is based on the experience and the working done by staffs. They have affirmed that the workman did not do the work in a stipulated time and had spent much more time over doing the job. It is tried to submit that he was

given additional work of getting fixed deposit in the bank but that does not establish that the work which was allotted to him cannot be completed in due time. The explanation given by the worker in respect of the charges appears to be vague and on the sake of it, I do not find any justification for the same.

20. So far as the inquiry officer is concerned after perusal of the inquiry proceedings and the report it is crystal clear that whatever done by him so far as the inquiry is concerned is legal, logical and rational. I find that his findings are perfectly well reasoned and they cannot be said to be perverse. In the result I pass the following order :

### ORDER

The Tribunal had no jurisdiction to decide the reference relating to stoppage of one increment and it is outside the scope of the reference.

The dispute in respect of the demand for full wages for the suspension period is in existence and has to be decided.

The domestic inquiry which was held against the workman was as per the principles of Natural Justice.

The findings of the inquiry officer are not perverse.

S. B. PANSE Presiding Officer

नई दिल्ली, 28 जनवरी, 1998

का.आ. 335.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सांगली बैंक, सांगली के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में लेबर कोर्ट, पुणे के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-98 को प्राप्त हुआ था।

[संख्या एल-12012/57/95-आईआर (बी-1)]  
पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 28th January, 1998

S.O. 335.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Labour Court, Pune as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sangli Bank, Sangli and their workman, which was received by the Central Government on the 27-1-98.

[No. L-12012/57/95-IR(B-1)]  
P. J. MICHAEL, Desk Officer

### ANNEXURE

BEFORE SHRI V. T. KORE,  
PRESIDING OFFICER, SECOND LABOUR  
COURT, PUNE.  
Reference (IDA) No. 364/96.  
The General Manager,  
Sangli Bank, Rajwada Chowk,  
Sangli-416416.  
.. First Party.

And

Shri Gopal Mahadu Daswadkar,  
47/16, Araneswar, Taware Colony,  
Pune-9. .. Second Party.

### AWARD

The Desk Officer has referred this reference under Clause (c) of Sub-Sec. (1) of Sub-Sec. 2-A of the Sec.-10 of the Industrial Disputes Act, for adjudication of the dispute between the General Manager, Sangli Bank and Gopal M. Daswadkar, hereinafter will be referred to as first party and second party over the following demand :

“Whether the action of the management of the Sangli Bank Ltd. in treating Shri Gopal Mahadu Daswadkar, Sweeper, Deccan Gymkhana Branch, Pune, to have abandoned his services with the Bank is justified ? If not, what is the relief to which the workman is entitled ?”

2. No S.C. filed. Hence reference stands disposed off. Award accordingly.  
Pune.

Dated : 6-1-1998.

V. T. KORE, Presiding Officer

नई दिल्ली, 28 जनवरी, 1998

का.आ. 336.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बनारस स्टेट बैंक आफ इंडिया लिमिटेड वाराणसी, के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-98 को प्राप्त हुआ था।

[संख्या एल-12012/252/94-आईआर (बी-1)]  
पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 28th January, 1998

S.O. 336.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Banaras State Bank of India Ltd., Varanasi and their workman, which was received by the Central Government on the 27-1-98.

[No. L-12012/252/94-IR(B-1)]  
P. J. MICHAEL, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING  
OFFICER, CENTRAL GOVERNMENT INDUS-  
TRIAL TRIBUNAL-CUM-LABOUR COURT,  
PANDU NAGAR, KANPUR, U.P.

Industrial Dispute No. 112 of 1995

In the matter of dispute :

## BETWEEN

Mahasachiv,

All India Banaras State Bank Employees  
Union,

G/9 Assi Varanasi.

## AND

Chairman,  
Banaras State Bank of India Limited,  
Head Office,  
Sankatmochan Marg,  
Lanka Varanasi.

## APPEARANCE :

B. P. Saxena for the Union and Amrik Singh  
for the Management bank.

## AWARD

1. Central Government, Ministry of Labour vide Notification No. 12012/252/94-IR(B-1) dated nil has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Banaras State Bank Limited Varanasi is not giving benefit of Additional Increment granted vide their letter No. 252/A-36/69/2 dated 24-11-86 to Sri Amarnath Jauhari Assistant in their Head Office w.e.f. July 1989 onward is justified? If not, what relief the workman is entitled to?

2. The answer to this reference turns upon para 16 of the Settlement dated 4-7-86 arrived at between All India Banaras State Bank Employees Union and the management of Banaras State Bank Limited.

3. Para 16 of the Settlement dated 4-7-86 runs as under—

Benefit if increment to the existing employees :  
(16) Employees absorbed in the permanent service of the Bank in clerical cadre before the settlement dated 20-10-78 shall be given one additional increment w.e.f. 1-1-86 for their past temporary services of 240 days in 12 consecutive months and beyond that one more increment w.e.f. 1-1-86 to presents worked

for 500 days or more in temporary service however, the above increments will not make them entitled for any benefit of seniority in service or for any other benefit whatsoever in lieu of their past temporary services.

4. The concerned workman is admittedly is clerk of the opposite party Banaras State Bank Limited. In terms of the above settlement he was given one additional increment as he fulfilled the condition as stipulated in the above mentioned para. He continued to get one increment till he reached the maximum of scale in clerical cadre on 1-7-88. Thereafter he was not given additional increments hence the concerned workman felt aggrieved as he was of the view that he will go on getting additional increment every year till he remained in the cadre of clerk. Feeling aggrieved he has raised the instant industrial dispute claiming additional increment even after reaching the maximum after 1-7-88.

5. In the rejoinder it has been alleged that as some clerks had been given additional increments after reaching the maximum the concerned workman too on the basis of parity will be entitled for one additional increment after reaching maximum. There has been unreasonable discrimination in this regard.

6. The opposite party bank has alleged that in terms of para 16 of the settlement one additional increment was given to every employee who fulfilled the requirement. At that time clerks who had reached the maximum were also given additional increments. No one has been given additional increments who had reached maximum subsequent to above mentioned settlement date. As one additional increment has already been granted the concerned workman is not entitled for additional increment after reaching the state of maximum in the clerical cadre's pay.

7. It is not disputed that at the time enforcement of agreement as given in para 16 of the settlement P. K. Jaitley, Brijesh Kumar and six others, the details of whom have been alongwith the rejoinder were given one additional increment after they had reached the maximum of scale. However it has not been denied on behalf of the concerned workman that after once additional increment having been given on reaching the maximum scale at the time of settlement no one else has been given such additional increments who had reached at the maximum. Having studied the contents of provisions of para 16 of the settlement, I am of the view, that benefit of one additional increment was to be given only once at the time of settlement irrespective of the fact whether the concerned workman had reached at the maximum or not, or still far away from above. Its benefit was not recurring. Thus every clerk who fulfil the requirement was entitled for one additional increment irrespective of whether

he had reached at the maximum of scale or not. It was purely an incident of service that some persons who had reached the maximum at the time of settlement were given benefit of one additional increment. Had any one else been given such additional increment subsequent to settlement who had reached maximum, the question of discrimination would have been well founded. In the end I am of the view that having regard to provisions of para 16 of the settlement a concerned workman is not entitled for any additional increment if he had reached the maximum of the scale of clerical cadre. Hence, the reference is answered against the concerned workman and he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 15 जनवरी, 1998

का. आ. 337.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार कलकत्ता डॉक लेबर बोर्ड के प्रवक्ता के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-1-98 को प्राप्त हुआ था।

[सं.प्र.सं-32012/1/94-आई० आर० (विधि)]

बी० एम० डेविड, डेस्क अधिकारी

New Delhi, the 15th January, 1998

S.O. 337.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Calcutta Dock Labour Board and their workman, which was received by the Central Government on 15-1-1998.

[No. L-32012/1/94-IR (Misc)]  
B. K. DAVID, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. II of 1994

#### PARTIES :

Employers in relation to the management of Calcutta  
Dock Labour Board

AND

Their workmen

#### PRESENT :

Mr. Justice A. K. Chakravarty—Presiding Officer.

#### APPEARANCE :

On behalf of Management—Mr. B. K. Chakravarty,  
Industrial Relations Officer.

On behalf of Workmen—Mr. A. Banerjee, General  
Secretary of the Union

STATE : West Bengal INDUSTRY : Port and Dock

#### AWARD

By Order No. L-32012/1/94-IR (Misc.) dated 15-11-1994 the Central Government in exercise of its powers under Section 10(1)(d) and (2-A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Management of Administrative Body, Calcutta Dock Labour Board, Calcutta in refusing to pay of uncleanness allowance to the Car Cleaners and the Ambulance Cleaners in the line with the payment made to Safaiwalas attached to Calcutta Dock Labour Board is justified? If not, what relief the concerned Car Cleaners and Ambulance Cleaners are entitled to?”

2. The instant reference arose out of the claim made by the Union, namely Calcutta Port and Dock Industrial Workmen Union on behalf of the Car Cleaners and Ambulance cleaners for payment of uncleanness allowance in line with the payment of such allowance to the Safaiwalas. The union's case in this matter is that the Car Cleaners and the Ambulance Cleaners stand on the same footing with Safaiwalas in respect of the nature of duties performed by them in as much as the former, while cleaning the vehicles has to come into contact with dust, mud and other dirty substance and parts of decomposed carcass which they are to remove manually by their own hands, like the Safaiwalas who clean the office floors and wash and clean latrines and toilets manually with scavenging and other materials. The scales of pay of the Car and Ambulance Cleaners and the Safaiwalas are the same and they are all under Class-IV cadre. Upon consideration of the hazardous nature of the job performed by the Safaiwalas, the Administrative Body of the Calcutta Dock Labour Board pays uncleanness allowance to them. The said allowance has been revised from time to time and presently a sum of Rs. 21.60 is being paid to the Safaiwalas per month. Such uncleanness allowance being not paid to the Car Cleaners and Ambulance Cleaners in spite of the hazardous nature of work performed by them, they raised a claim before the Calcutta Dock Labour Board for payment of such allowance but the latter had given a deaf ear to such claim. The matter was then referred to the conciliation officer and such conciliation having failed, the matter was referred to the Government of India which culminated in the present reference. The union accordingly prays that the Administrative Body of the Calcutta Dock Labour Board be directed to pay uncleanness allowance to the Car Cleaners and Ambulance Cleaners at the same rate it is paid to the Safaiwalas.

3. The Administrative Body of the Calcutta Dock Labour Board filed the written statement alleging, inter alia, that the nature of the duties of the Car Cleaners and Ambulance Cleaners are different from those of Safaiwalas, the duty of the former being more cleaning of the vehicle by water. The cars and ambulances of the Calcutta Dock Labour Board are not meant for infectious diseases patients and they are not required to remove decomposed portion of carcass from the wheels of the vehicles. The cleaning of cars and ambulance being done by entirely different method than the cleaning of latrines and toilets by the Safaiwalas, there is basic difference in the nature of functions between the two. The Calcutta Dock Labour Board has further stated that in terms of paragraph 26.2 of the memorandum of settlement arrived at during the conciliation proceeding held on 6-12-1994 under Section 12(3) of the Industrial Disputes Act, 1947 before the Chief Labour Commissioner (Central), New Delhi, no demand involving additional financial implication will be raised during the currency of the settlement, that is, from 1-1-1993 to 31-12-1997 and accordingly the claim of the union should not be entertained. The Board has denied the allegation that the Car Cleaners and Ambulance Cleaners perform hazardous nature of work. It is alleged that it is the part of the duty of the Car Cleaners and Ambulance Cleaners to clean the vehicles including the wheels of the vehicles and instance of such wheels coming into contact with any hazardous substance like parts of decomposed carcass of animal's being extremely rare, no question of giving any uncleanness allowance as prayed for by them can arise. The Administrative Body of the Calcutta Dock Labour Board accordingly prayed for dismissal of the issue under reference.

4. Heard the representatives of both sides.

5. The simple question that falls for consideration in disposal of this matter is whether the nature of duties of the Car Cleaners and Ambulance Cleaners, on the one hand can be equated with the duties of the Safaiwalas on the other.

6. In this matter, I find from the record that two witnesses were examined on behalf of the union and one witness by the management. The two witnesses examined by the union were appointed as Car Cleaners. In respect of the nature of duties performed by the Car Cleaners they stated that they are required to clean the inside and outside of the car including the wheels and while cleaning the wheels they had the occasions to clean the dirt that get into the wheels including the night soils. In respect of the duties performed by the Safaiwalas it is stated that they clean the bath rooms, urinals and toilets while they only clean the cars. It is found from their cross-examination that the Safaiwalas receive the uncleanness allowance from the very beginning of their service and the Car Cleaners and Ambulance Cleaners have raised this claim for the first time in 1991 which has culminated in the present reference.

MW-1, Shri Asit Kumar Mitra was the Assistant Administrative Officer of the Calcutta Dock Labour Board in 1991 and he was acquainted with the functions of the Car Cleaners and Ambulance Cleaners engaged by the Calcutta Dock Labour Board. He deposed in this case. In respect of the duties of the Safaiwalas he stated that their duties are to clean the toilets, sweep and mop the floor of the office premises and clearing of the drains, if necessary. According to him the duties of the Safaiwalas are far more unhygienic than the duties of the Car Cleaners and Ambulance Cleaners, whose duties are only to clean the cars by water and mop the same by cloth. He stated that the Car Cleaners never reported to him in course of their duties that they had removed or are to remove any parts of any decomposed carcass of any animal from the body or the tires of the car. He also stated that the materials that are given to the Car Cleaners are not the same which are given to the Safaiwalas. He also denied that the Safaiwalas and Car Cleaners and Ambulance Cleaners stand on the same footing in respect of the nature of duties they are called upon to perform.

7. No documentary evidence was produced by the parties in this case.

8. From the evidence mentioned above, it is clear that the Safaiwalas are getting the uncleanness allowance from long before from the time of their appointment as Safaiwalas and the union has raised the claim for payment of the said allowance to the Car Cleaners and Ambulance Cleaners only in 1991. From the evidence it further transpires that the nature of the duties of the Car Cleaners and Ambulance Cleaners are to clean inside and outside of the car including its wheels. It does not require any evidence to prove that the story of removal of the decomposed carcass from the wheels of the car is a cock and bull story as such decomposed bodies are seldom found lying on the streets of Calcutta where admittedly such cars and ambulance usually move about. Similarly, the story that the wheels usually come into contact with night soil in Calcutta occasionally is hard to believe. Apart from performance of these two types of so called hazardous work by the Car Cleaners and Ambulance Cleaners, which forms the sheet anchor of the case of the union, for claiming uncleanness allowance, no other reason was shown by the Car Cleaners or the Ambulance Cleaners for claiming any allowance for performing any hazardous duty.

9. The Cleaners of the cars and vehicles, by the nature of their duties, are to clean the cars and vehicles including the wheels. It may be that on very rare occasions their wheels come into contact with deleterious substance like decomposed carcass of animals or night soils but they do not, by themselves, can justify any claim for any special allowance which can only be given for performance of obnoxious duties on daily basis. The hazardous nature of any particular work is to be considered not for performance of such work only on rare occasions but is to be considered for its performance on regular basis. Judged from this view point, the work of the Car Cleaners and the Ambulance

Cleaners does not stand in comparison with the work of Safaiwalas, main part of whose work being to clean the toilets, urinals and to sweep and mop the floor. The nature of the duties of the two being essentially different and being not at all comparable, no question of payment of any allowance for doing any unhygienic work to the Car Cleaners and Ambulance Cleaners can arise. A reference may be made in this connection to the case of Federation of A.I.C. and C.E. Stenographers (Regd.) v. Union of India, reported in AIR 1988 SC 1291 where it was held that "The problem of equal pay cannot always be translated into a mathematical formula. If it has a rational nexus with the object to be sought for, certain amount of value judgement of the administrative authorities who are charged with fixing the pay scale has to be left with them and it cannot be interfered by the Court unless it is demonstrated that either it is irrational or based on no basis or arrived at mala fide either in law or in facts."

10. In the instant case, the payment of uncleanness allowance to Safaiwalas and refusal of payment of the same to the Car Cleaners and Ambulance Cleaners being based on the consideration of the entirely different nature of work performance by them and thus being based on sound basis, the Tribunal is not to interfere in the matter.

11. Mr. Banerjee, representative of the union submitted that there was a circular dated 18th June, 1981 by which the Calcutta Dock Labour Board was prevented to give any allowance or special pay to any category of employees without the approval of the Government of India. He further submitted that the circular being very old, the above mentioned bar cannot be said to be existing, specially in view of the tripartite settlement dated 6-12-94 where in paragraph 26.2 it is stated that "The Federation agree that during the currency of the settlement no demand concerning the issues in this settlement or additional financial implication will be raised excepting those pending in Courts, Tribunals, Conciliation and Arbitration." He accordingly submitted that the present reference having arisen before the tripartite settlement that neither the settlement nor the circular dated 18-6-1981 shall have any application. I fail to understand the logic behind this argument. There is nothing on the record to show that the circular of 1981 has been withdrawn. The directions issued in the said circular have got to be complied by the Calcutta Dock Labour Board till the date of the tripartite settlement. The reference having been made before that date, no question of any claim against the Calcutta Dock Labour Board for payment of any allowance to any group of its employees can be entertained in view of the said circular.

12. Mr. Banerjee, representative of the union lastly submitted that the Calcutta Dock Labour Board is employing casual Safaiwalas on daily rate basis without payment of any uncleanness allowance to them. Though the question of non-payment of uncleanness allowance to the casual workers do not come within the scope of the reference in dispute, still then, the reason of such casual appointment being the circular referred to above, non-payment of uncleanness allowance to the daily-rated workers cannot be raised as an instance of the management's intransigence in the matter.

13. I have thus considered all the points raised before me in this case. Upon consideration of the facts and circumstances as well as position of law, as stated above, in this matter, I am to hold that the Car Cleaners and Ambulance Cleaners are not entitled to claim cleanliness allowance and accordingly the Calcutta Dock Labour Board's refusal to pay such allowance to such employees was proper and justified. The union accordingly shall not be entitled to any relief in this reference.

This is my Award.

Dated, Calcutta,

The 1st January, 1998.

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 15 जनवरी, 1998

कांअं० 338—औद्योगिक विवाद अधिनियम, 1947  
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विवादापटनन पोर्ट ट्रस्ट के प्रबन्धतन्त्र के सम्बन्ध

निर्वाहकों और उनके कर्मचारों के बीच, अनुवन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, विशाखापटनम के पंचपट को प्रकटित करती है, जो केन्द्रीय सरकार को 15-1-98 को प्राप्त हुआ था।

[सं. एन-34012/5/94-आई० आर० (विविध)]  
 श्री० एम० डेविड, डेस्क अधिकारी

New Delhi, the 15th January, 1998

S.O. 338.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Visakhapatnam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Visakhapatnam Port Trust and their workman, which was received by the Central Government on 15-1-1998.

[No. L-34012, 5/94-IR (Misc)]  
 B. M. DAVID, Desk Officer

#### ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL-CUM-  
 LABOUR COURT, VISAKHAPATNAM

#### PRESENT :

Sri K. Satyanand, B.Sc., LL.M., Chairman and Presiding Officer.

Thursday, the 18th day of December, 1997  
 (I. D. No. 5/95 (C))

#### BETWEEN

The General Secretary,  
 Visakhapatnam Port Employees Union  
 Dharmasankti Bhawan,  
 D. No. 25-15-204,  
 Visakhapatnam

Workman

#### AND

The Chairman,  
 Visakhapatnam Port Trust,  
 Visakhapatnam-35

Management

This dispute coming on for final hearing before me in the presence of Sri S. Sivaramadas, advocate for workman and Sri B. Gowri Sankara Raju, advocate for management, but both parties abstained from attending the court, on perusing the entire record the court passed the following :

#### AWARD

1. The Government of India made a reference of this dispute to this court framing the terms of reference as under :

"Whether the action of the management of Visakhapatnam Port Trust in not paying overtime allowance without ceiling limit to Sri V. Reddiah, Driver Grade-I whose category is examined from the said ceiling limit is justified. If not, to what relief the workman is entitled ?"

2. The facts of the case are self-explanatory. The workman claimed to have been working as Driver, Grade-I under the management in question. He claimed to have worked over time during the year 1992 for number of hours detailed in the claim statement. He submitted that the management did not pay him fully and confid the payment without warrant in law. This applicant submitted that in terms of the settlement dated 14-7-77 he was entitled to the over time without any ceiling limits. Hence this dispute.

3. The management filed a counter contending, interference that though there was no ceiling applicable to the workman the over time was however payable subject to a maximum of 1/3rd of the emoluments of the workman in question. Therefore, he could not be paid as desired by him. The management ultimately prayed that the claim of the workman is liable to be rejected.

4. Both the parties abstained from attending the court. As such, the workman was called absent and set ex parte under Rule 22 of I. D. Rules (Central). On the next date of adjournment, the management was also called absent. As such the I. D. was reserved for passing an award. In as much as the contentions and counter contentions of both sides remained unresolved due to the non-cooperation of both parties, the tribunal is not in a position to adjudicate the disputed question of fact centering round the liability or otherwise of the workman to claim the over time as desired by him. In this view of the matter a nil award is passed. The reference is answered accordingly.

Dictated to stenographer by her given under my hand and seal of the court this the 10th day of December, 1997.

K. SATYANAND, Chairman and Presiding Officer

Appendix of Evidence in I.T. I. D. No. 5/95 (C)

#### WITNESS'S EXAMINED

For Workman :  
 None.

For Management :  
 None.

#### DOCUMENTS MARKED

For Workman :  
 NIL.

For Management :  
 NIL.

नई दिल्ली, 20 जनवरी, 1998

का०आ० 339.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कर्मचारी राज्ग धीमा निगम के प्रबन्धनत्व के सम्बद्ध निर्वाहकों और उनके कर्मचारों के बीच, अनुवन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकटित करती है, जो केन्द्रीय सरकार को 20-1-98 को प्राप्त हुआ था।

[सं. एन-15012/3/96-आई० आर० (विविध)]  
 श्री० एम० डेविड, डेस्क अधिकारी

New Delhi, the 20th January, 1998

S.O. 339.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Employees State Insurance Corporation, and their workman, which was received by the Central Government on 20-1-1998.

[No. L-15012/3/96-IR (Misc)]  
 B. M. DAVID, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESID-  
 ING OFFICER : CENTRAL GOVERNMENT  
 INDUSTRIAL TRIBUNAL : NEW DELHI

I. D. No. 79/96

In the matter of dispute between :  
 Smt. Veena Chopra,  
 279, DDA Flats,  
 Ranjit Nagar,  
 New Delhi.

## Versus

## ANNEXURE

M/s. Employees State Insurance Corporation,  
Regional Office, Rajendra Place,  
New Delhi-110008.

BEFORE SHRI GANPATI SHARMA PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 81/89

## APPEARANCES :

None for the workman.  
Shri O. P. Nayyar for the Management.

In the matter of dispute :

BE TWEEN

Smt. Neelam Kumari through the  
General Secretary, Delhi Labour Union,  
Aggarwal Bhawan, G.T. Road, Tis Hazari,  
Delhi-110054.

## AWARD

The Central Government in the Ministry of Labour vide its Order No. L-15012/3/96-IR (Misc) dated 12-8-96 has referred the following industrial dispute to this Tribunal for adjudication :

Versus

The Personnel Manager, Central Warehousing Corporation, Warehousing Bhawan,  
4/1, Siri Institutional Area,  
Opposite Siri Fort, Hauz Khas,  
New Delhi-110016.

"Whether the action of the management of Employees State Insurance Corporation, Regional Office, Rajendra Place, New Delhi in terminating the services of Smt. Veena Chopra LDC w.e.f. 31-5-95 is just, fair and legal? If not to what relief the concerned workman is entitled?"

## APPEARANCES :

Shri J. P. Yadav—for the management.  
Shri C. P. Aggarwal—for the workman.

## AWARD

The Central Government of India in the Ministry of Labour, vide its order No. L-42012/4/89-IR (Misc), dated nil, received on 28-8-1989 has referred the following industrial dispute to this Tribunal for adjudication :—

2. The management filed the written statement when the case was fixed for filing of rejoinder by the workman when she absented and was ordered to be proceeded against ex parte.

"Whether the action of the management of Warehousing Corporation, New Delhi in terminating the services of Smt. Neelam Kumari, Warehouse Asstt. Gr. II w.e.f. 15-11-1982, is justified? If not, what relief is she entitled to?"

3. The management filed affidavit in support of its case. Statement of the management witness was recorded. From the evidence on record, I am satisfied that the action of the management in terminating the services of Smt. Veena Chopra was just and fair. The workman has not produced any evidence nor even had come to get the exparte proceedings set aside. Parties are, however, left to bear their own costs.

2. The concerned workman, Smt. Neelam Kumari, was employed on the post of Warehouse Asstt. Gr. II, vide order dated 11-6-1979 and by the Central Warehousing Corporation, and was posted at Central Warehouse at Sonapat Subsequently she was promoted as Warehouse Asstt. Grade I w.e.f. 13-8-1982 on probation of one year. She tendered her resignation from service on 23-3-1983 for her domestic reasons, which, however, later she withdrew, vide her letter dated 2-4-1985, but even then, her resignation had been accepted w.e.f. 15-11-82 by the management under intimation to her vide their letter dated 17-7-1985. Aggrieved with this action of the management, she has raised the present industrial dispute.

6th January, 1998.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 20 जनवरी, 1998

कां०अ० 340.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल वेयर हाउसिंग कॉर्पोरेशन के प्रबन्धनत्व के सम्बन्ध में नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-1-98 का प्राप्त हुआ था।

3. It has been contended by the management that the workman, having tendered her resignation on 23-3-83 on her own volition, has forfeited her right to withdraw her resignation later after expiry of three months period of notice, as required under the Statutory Regulations of the Corporation. It is further stated that the Workman cannot be permitted after a lapse of more than 2½ years, to retrace her steps as her action become irrevocable after the expiry of notice period.

[सं एल-42012/4/89-आई० आर० (वि० अ०)]

बी० एम० डेविड, डेस्क अधिकारी

4. In their preliminary objections, it has been stated by the management that since the services of the concerned workman were never terminated by the management, the reference order is incorrect and there exists no industrial dispute. It is further stated that since the concerned workman had voluntarily resigned from her job, she cannot invoke Section 2-A of the I. D. Act, 1947.

New Delhi, the 20th January, 1998

S.O. 340.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Warehousing Corporation and their workman, which was received by the Central Government on 20-1-1998.

5. The workman has filed 17 documents and examined himself as WW-1/1.

6. The management have filed 11 documents and have examined Shri S. K. Gandhi, Deputy Manager in the Personnel Division of the Central Warehousing Corporation, New Delhi as MW-1/1.

7. I have heard both the parties and have gone through the evidence on record.

8. The resignation letter dated 23-3-83 tendered by the concerned workman read as under :—

"The Personnel Manager,  
Central Warehousing Corporation,  
Head Office,  
New Delhi.

[No. L-42012/4/89-IR (Misc.)]  
B. M. DAVID, Desk Officer



(Through : Proper Channel)

Sir,

Humbly I wish to state that due to physical illness and some compelling domestic circumstances, I shall not be able to continue in my job in this Corporation any more. In this connection, it is requested that this communication from me may please be treated as three months' notice from the date of issue of this letter for the resignation from the post of Warehouse Asstt. Gr. I at Central Warehouse, Sonapat.

Yours faithfully,  
Sd/-

(Neelam Kumari)  
Warehouse Asstt. Gr. I,  
Central Warehouse, Sonapat.

9. The letter dated 2-4-85, which the concerned workman wrote to the management, withdrawing her resignation letter dated 23-3-83; read as under :—

"The Sr. Asstt. Manager (Estt.),  
Central Warehousing Corporation,  
Head Office,  
New Delhi.

Sir,

Please refer to your Memorandum No. C WC/I-6072/Estt., dated 23-3-85, I am to state that due to changed domestic circumstances, now I am willing to continue my services as WA-I. You are, therefore, requested to cancel my request earlier submitted for acceptance of my resignation to the post of WA-I.

Thanking you,

Yours faithfully,  
Sd/-  
(Neelam Kumari)

Copy to the Warehouse Manager, Central Warehouse, near Kalupur Chungi, Rohtak Road, Sonapat for information. I was working as WA-I in the Warehouse and request you to please forward my case with your remarks to the Head Office, New Delhi.

Sd/- Neelam Kumari"

10. The letter dated 17-7-85 by which communication of acceptance of the resignation, was communicated to the concerned workman, read as under :—

"No. CWC/1/6072/Estt. Dated :—17-7-1985

### OFFICE ORDER

The resignation tendered by Smt. Neelam Kumari, Warehouse Asstt. Gr. I, Central Warehouse, Sonapat, vide her letter dated 23-3-83 has since been accepted w.e.f. 15-11-82, i.e., from the date of her unauthorised absence from duty and her name has been struck off from the rolls of the Corporation w.e.f. the aforesaid date.

Sd/-

(Mrs. M. Chaudhury)  
Deputy Manager (Estt.)  
for Personnel Manager

To,

Smt. Neelam Kumari,  
Ex-Warehouse Asstt. Gr. I,  
C/o Shri Jitendra Nath Jaitly,  
H. No. 403, Lane 14, Faiz Road,  
Karol Bagh, New Delhi."

11. In the entire correspondence made by the management with the concerned workman prior to letter dated 17-7-85, the concerned workman had never been informed that her resignation had been accepted. The said correspondence was related only to three months' notice pay, the concerned workman had been asked to deposit to take further action. After the concerned workman withdrew her resignation, vide letter dated 2-7-85 she had sent several reminders to the management last being dated 9-7-85, after receipt of which the management awakened all of a sudden on 17-7-1985 to accept the resignation which had already been withdrawn by her, vide her letter dated 2-4-1985.

12. It is a case, wherein, resignation had been withdrawn before acceptance of the resignation was communicated to the concerned workman. It is well settled that the resignation becomes effective only when it is accepted and communicated to the concerned workman. It is equally well settled that the resignation can be withdrawn before acceptance of resignation is communicated. The Central Warehousing Corporation (Staff) Regulations, 1966, have been gone through and are of no avail and the case law cited by the management, has no application on the present case. Undisputably, acceptance of the resignation of the concerned workman has been communicated to her after she had already withdrawn her resignation letter dated 23-3-83 by her letter dated 2-4-85.

13. In view of his undisputable fact on record, order dated 17-7-85, which is a communication of acceptance of an already withdrawn resignation, is void ab-initio and amounts to termination of services of the concerned workman without any justification.

14. I do not find any force in the preliminary objection alleged by the management in their written statement, because the action taken by the management against the concerned workman amounts to termination attracting provisions of Section 2-A of the I.D. Act, 1947.

15. Hence, my Award is that the action of the management of Central Warehousing Corporation, New Delhi in terminating the services of Smt. Neelam Kumari, Warehouse Asstt. Gr. II w.e.f. 15-11-82, is not justified, as a result of which the concerned workman continues to be in service with consequential benefits w.e.f. 15-11-82, which would have accrued her, had her services not been so terminated together with back wages from 17-7-1985.

16. Award is given accordingly.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 23 जनवरी, 1998

## APPENDIX-A

BEFORE THE CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL ASANSOL

Ref. No. Case No : 53 of 1984

## Parties :

Employers in relation to the management of J. K. Nagar  
Colliery, M/s. ECL, P.O. J. K. Nagar, Distt. Burd-  
ANDTheir workman (Prem Shankar Pandey) representtd  
by Colliery Mazdoor union (INTUC) G. T. Road,  
Asansol-P.O.-Asansol, Distt.-Burdwan.

The parties aforesaid respectfully beg to submit :—

1. That the aforesaid case is subjudice and during the pendency of the dispute before the Hon'ble Tribunal. The parties have arrived at a bi-partite settlement on the Terms and conditions recorded in the memorandum of settlement and duly signed and executed by the parties. Six copies of which are annexed herewith as Annexure 'A' to this petition.
2. That on the premises aforesaid the dispute is resolved and settled and an Award is required to be passed therefore.

The parties therefore respectfully pray that an Award may please be passed in terms of the Memorandum of settlement by treating the Memorandum of part of the Award.

And for this the Hon'ble Tribunal shall ever pray.

Dated : 20-12-97

Signature of the parties.  
For the workman.(1) Prem Shankar Pandey (workman)  
(2) Sd/- (For the Union)

Sd/-

Sd/- Illegible

For the Employer

## FORM 'H'

(See Rule 58 of Industrial Dispute (Central) Rules, 1957)  
Form for the Memorandum of Settlement.

Name of Parties :—

Representing the Employers :—

Representing the Workman :—

(1) Prem Shankar Pandey of J. K. Nagar Colliery,  
P.O. : J. K. Nagar, Distt. Burdwan.(2) Colliery Mazdoor Union (INTUC) G. T. Road  
Asansol, P.O. Asansol, Distt. Burdwan.

## Short recital

1. Prem Shankar Pandey, employed as Security Guard at the relevant time was dismissed on proven misconduct of committing the following mischiefs during his duty hours on the night of 4/5th January, 1976 :—

(a) Removing Company's property without any authority.

(b) Beating the Sayeed Mia another Security Guard on duty.

2. The said workman Sri Prem Shankar Pandey with the espousal of the Union as named above raised an industrial dispute over his dismissal which after failure of conciliation was referred to the Hon'ble Central Govt. Industrial Tribunal, Calcutta and registered as Ref. Case No. 53/84 and the said case has not yet been disposed of.

3. At this stage on the request of the union and the workman a dialogue was initiated between the Employers and the workman and after mutual discussion the parties have arrived at an amicable settlement on the fair terms and condition mentioned hereunder on the following terms and conditions :

1. That the Employers shall reinstate the workman without back wage unless the workman has already reached the age of superannuation as per 'B' Form Register of the Colliery.

का.ग्रा. 341.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण के पंचाद की प्रकाशित करती है, जो केन्द्रीय सरकार की 19-1-98 की आज्ञा हुआ था।

[मं. एल-19012/24/84-डी-IV(बी)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 23rd January, 1998

S.O. 341.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of E.C. Ltd. and their workman, which was received by the Central Government on the 19-1-98.

[L-19012/24/84-D.IV(B)]

B. M. DAVID, Desk Officer

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
AT CALCUTTA

Reference No. 53 of 1984

## Parties :

Employers in relation to the management of Jay Kay  
Nagar Colliery of Eastern Coalfields Limited

## AND

Their workman

## Present :

Mr. Justice A. K. Chakravarty, Presiding Officer.

## Appearance :

On behalf of Management—Mr. P. Banerjee, Advocate.

On behalf of Workmen—Mr. C. S. Saha, Advocate.

STATE : West Bengal

INDUSTRY : Coal

## AWARD

By Order No. L-19012(24)/84-D.IV(B) dated 15-11-1984 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the management of Jaykaynagar Colliery of M/s. E. C. Ltd., Post Office Jaykaynagar Distt. Burdwan in dismissing Shri Prem Shankar Pandey, Night Guard with effect from 10-1-77 is justified? If not, what relief the workman is entitled to?"

2. When the case is called out today, learned Advocate for the management is present but the learned Advocate for the union is not present. The workman concerned in this reference is however present. Mr. Banerjee, learned Advocate appearing for the management submits that the matter has been settled by the parties themselves and files memorandum of settlement duly signed by the parties. Both Mr. Banerjee, learned Advocate appearing for the management as well as the concerned workman pray for an Award in terms of the said memorandum of settlement.

3. I have gone through the memorandum of settlement which appears to be legal and fair.

4. The reference is accordingly disposed of in terms of the memorandum of settlement, which shall form part of the Award as Appendix A.

This is my Award.

Dated, Calcutta,  
The 6th of January, 1998.

A. K. CHAKRAVARTY, Presiding Officer

2. That the said workman for the period from the date of his dismissal to the date of joining or date of retirement if he has already reached the age of superannuation, shall be taken to be on special leave without wages and the said period shall be taken into consideration for the purpose of Compensation of Gratuity only.

shall have no further doing or grievance on this deal sitting between the parties shall stand resolved and settled for all practical purpose and the workman or his union shall have no further doing or grievance on this ideal.

4. That the parties shall file a copies of the settlement before the Central Govt. Industrial Tribunal Calcutta with a petition under their joint signatures, praying for passing an Award in terms of the settlement.

5. That a copy of the settlement shall also be sent to each of the Authorities prescribed under Rule 58 of the Industrial Dispute (Central) Rules, 1957.

Witnesses :—

1. Md. Tayab Ali

M. No. 451010.

2. Hridaya Upadhyay

M. No. 303063

Signature parties on 20th day of Dec., 1957

(1) Sd/- Agent : I. K. Nagar (R) Mlns (Employer).

(2) (i) Prem Shankar Pandey (Workman).

(ii) Tam Gagli (Union).

नई दिल्ली, 23 जनवरी, 1998

का.आ. 342.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैसम ई. सी एल. के प्रबंधन के संवत् नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-1-98 को प्राप्त हुआ था।

[सं. एल-19012/113/86-डी-IV(डी)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 23rd January, 1998.

S.O. 342.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. E.C. Ltd. and their workman, which was received by the Central Government on 19-1-98.

[No. L-19012/113/86 D-IV(B)]

B. M. DAVID, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 53 of 1983

#### PARTIES:

Employers in relation to the management of Ranipur Colliery of M/s. Eastern Coalfields Limited.

AND

Their Workmen

#### PRESENT:

Mr. Justice A. K. Chakravarty, Presiding Officer

#### APPEARANCES:

On behalf of Management Mr. P. Ranajee, Advocate.

On behalf of—Workmen—Mr. A. Bhadury, Representative of the union.

STATE : West Bengal.

INDUSTRY : Coal.

#### AWARD

By Order No. L-19012(113)/86-D-IV(B) dated 23rd, April, 1987 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the Management of Ranipur Colliery of M/s. E.C. Ltd. in not providing employment to one dependant of Shri Ramdeo Yadav, Security Guard, Ranipur Colliery on his being permanently disabled as per clause 10.4.3 of NCWA-II and Clause 9.4.3 of NCWA-III is justified? If not, to what relief the workman is entitled?”

2. The facts of the case are one Ramdeo Yadav was a workman of Ranipur Colliery under M/s. Eastern Coalfields Ltd. He was examined by a medical board on 24-3-1981 and his service was terminated on medical ground with effect from 6-5-1981 for which he could not work for 17 days. The Manager of Ranipur Colliery of the Eastern Coalfields Ltd. informed Shri Yadav on 6-5-1981 that he had been declared unfit by the Area Medical Board and he was stopped from duty with immediate effect i.e. from 6-5-1981. The union's case is that in the collieries in such cases of permanent disablement, prevalent practice and provisions of various settlement enables a dependant of such employee to be considered for employment if he is physically fit and suitable for employment and aged below 35 years. Shri Lal Babu Yadav was a son and dependant of Ramdeo Yadav and he applied for employment. Union's case is that he appeared before the medical board which found him medically fit and thereafter he appeared in the interview and found suitable for employment. Lal Babu Yadav was born on 9-9-1955 and was below 35 years in 1981.

The management having failed to take any interest after that, the union raised a dispute in writing before the Company on 5-3-1986. No response from the management having been received, the union took up the dispute before the Assistant Labour Commissioner (Central), Assansol by its letter dated 16-4-1986. The conciliation having failed as the management did not participate in the conciliation proceeding, the reference case arose challenging the action of the management in not providing employment to Shri Lal Babu Yadav, dependant of Ramdeo Yadav as non-action on the part of the management in this matter was unjustified, illegal, harsh and malefide. The union accordingly prayed for necessary orders appointing Lal Babu Yadav and granting him suitable compensation for not providing him employment from July, 1981.

3. The management in its written statement denied the allegations of the union. The management has

alleged that the provisions of Clause 10.4.3 of NCWA-II (National Coal Wage Agreement-II) were not attracted since one of the two essential conditions precedent, as provided in the clause, was not fulfilled in that the concerned workman's disablement did not result any loss of employment in as much as his tenure of service was upto 22-5-81. The management accordingly alleged that Ramdeo Yadav having been declared unfit barely 17 days before the date of superannuation, the competent authority of the Company, after careful consideration of the matter did not certify that his disablement resulted in loss of employment within the meaning of Clause 10.4.3 of NCWA-II. It is further alleged that in 1981 NCWA-III (National Coal Wage-Agreement-III), did not come into existence as it became effective from 1-1-1983. The management accordingly prayed for dismissal of schedule under reference.

4. Heard Mr. P. Banerjee, learned Advocate appearing for the management and Mr. A. Bhadury, representative of the union.

5. Admittedly, Ramdeo Yadav was an employee of Ranipur Colliery of M/s. Eastern Coalfields Ltd. It is also not in dispute that his service was terminated on medical ground on 6-5-1981. It is also not denied by either of the parties that his date of superannuation was 23-5-1981. There is also no dispute that the rights and conditions of service of the employees vis-a-vis their employer were governed as per provisions of NCWA-II, term of which was effective from 11 August, 1979 to 10 November, 1983, NCWA-III is dated 11 November, 1983 and accordingly the cause of action having arisen in 1981 after the termination of service of Ramdeo Yadav, there is no scope for application of NCWA-III. Any further discussion in this matter is useless in view of the fact that Clause 10.4.3 and Clause 9.4.3 of NCWA-III are similar.

6. Mr. Banerjee, learned Advocate for the management submitted that the termination of service of Ramdeo Yadav having been effected only 17 days before his actual date of superannuation as per Office record, he should be deemed to have retired prematurely after due completion of his service. I do not find any substance in this argument of Mr. Banerjee. There being hardly any scope of any different interpretation of the nature of termination in the face of management's clear assertion that his service was terminated on medical ground prior to the date of his actual retirement that there is no escape from the conclusion that all the consequences arising out of such termination of service on account of disability must follow.

7. The relevant provisions in respect of appointment of a dependant on the termination of service of an employee on medical ground is laid down in Clause 10.4.3 of NCWA-II and Clause 9.4.3 of NCWA-III. I have already stated that these two provisions in the Wage agreements are similar. Upon careful consideration of these two provisions, I find that that the dependant of a disabled employee in order to obtain an employment on the ground of termination of service on medical ground of disability must have to comply with three requirements, namely, (i) dependancy upon the employee (ii) the applicant

is either the only legal heir or that other legal heir has no objection to his/her appointment and (iii) certification by the concerned coal company.

8. In so far as the alleged dependency of Shri Lal Babu Yadav is concerned, I find that he has been examined as WW-1 in this case. He stated in his examination in chief that he being a son of Ramdeo Yadav asked for employment as dependant. It however appears from his cross-examination that his earning was Rs. 500 to Rs. 600 per month as tuition fees which he was earning for about 4 or 5 years and that he had also some agricultural land. Earning of tuition fees and income from agricultural land according to him was not sufficient for his livelihood. It is immaterial whether such income was sufficient or insufficient for his livelihood. An adult young man of 30 years, which was the age of the applicant in 1981, earning Rs. 500 to Rs. 600 per month as tuition fees and also having agricultural income, cannot, by any account, called to be a dependant upon anyone and in that view of the matter, the first requirement for eligibility for appointment could not be complied with.

9. In so far as the second requirement, namely, whether Lal Babu Yadav's right as an heir to such appointment has been proved, I find from his own evidence that his mother was still alive and she raised objection in respect of his appointment. The relevant clause of NCWA-II having prescribed for appointment of a dependant and the two heirs of the employee fighting with each other in respect of such appointment, the Company cannot appoint any one of the heirs excluding the other.

10. Thirdly, the clause prescribes that there must be certification by the coal company for enabling the person to get the appointment. In the instant case, it will appear from the written statement of the management that it refused to certify disablement of the workman as loss of employment as a negligible period of 17 days service remained at the disposal of the workman subsequent to his termination. This Tribunal is not concerned about the justification of the Company in not granting such certificate. That might be the subject matter of a different reference. The Tribunal being concerned only with the certificate to be issued by the coal Company in this matter and such certificate admittedly having not been granted, the third requirement for consideration for appointment to the post, was not complied with.

11. No other point was pressed for consideration at the time of hearing of the matter.

12. Upon consideration of the facts and circumstances and the position of law in this matter, I find that the management of Ranipur Colliery of M/s. Eastern Coalfields Limited was not unjustified in not providing employment to the applicant Lal Babu Yadav.

13. The schedule under reference is accordingly answered in the affirmative.

14. The workman accordingly shall not be entitled to any relief.

This is my Award.

Dated, Calcutta,

The 13th January, 1998,

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 23 जनवरी, 1998

का.आ. 343.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ई.सी. एल. के प्रबंधन के संबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता, के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-1-98 को प्राप्त हुआ था।

[सं० एल-19012/121/86-डी-IV(बी)]  
बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 23rd January, 1998

S.O. 343.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. E.C. Ltd. and their workman, which was received by the Central Government on the 19th January, 1998.

[No. L-19012/121/86-D. IV(B)]  
B. M. DAVID, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 59 of 1988

#### PARTIES :

Employers in relation to the management of Chora Colliery of M/s. E.C. Limited

AND

Their workmen.

#### PRESENT :

Mr. Justice A. K. Chakravarty, Presiding Officer.

#### APPEARANCE :

On behalf of Management—Mr. P. Banerjee, Advocate.

On behalf of Workmen—Mr. S. Sengupta, Advocate.

STATE : West Bengal. INDUSTRY : Coal.

#### AWARD

By Order No. L-19012(121)/86-D.IV(B) dated 11th May, 1987 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Chora Colliery of M/s. E.C. Ltd., PO

Bahula, District Burdwan in denying regularisation to Sri Dayamay Dhibar, Electrical Improver, in Clerical job, is justified ? If not, to what relief the concerned workman is entitled ?”

2. The union's case is that the concerned workman Dayamay Dhibar was appointed in M/s. Chora Colliery under Eastern Coalfields Limited as Electrical Trainee by letter No. 06133/5550 dated 24th June, 1977 as apprentice with effect from 25th June, 1977 at Sunkarpur Section of Sunkarpur Colliery and joined in permanent service on 22nd January, 1981 by Office Order No. GA/Kenda/81/C-68/43/403/5981 issued by the Deputy Personnel Manager, Kenda Area, Eastern Coalfields Limited Eastern Coalfields Limited employes good number of persons either as industrial staff or in clerical capacity and the Chora Colliery also has more than 1400 industrial workers and more than 200 clerical staff to execute its job. The concerned workman being a graduate was independently working as clerk in the Accounts Department and he made his representation on 31st December, 1981 for regularisation as a Clerk. The Agent of the said Colliery by his letter dated 31st January, 1982 allowed the concerned workman alongwith two other workmen to work as Clerk Trainee in the said colliery and while working as Clerk he had to put his attendance in the office attendance register of the Clerical staff. The name of the concerned workman was thereafter forwarded to the appropriate authority, namely, Regularisation Committee for its recommendation for regularising his service in the post of Clerk. But before, however, such recommendation of the said committee was announced, the Agent of the said colliery, by his Memo No. ECL/CH/C-6B/84/1/340 dated 7th March, 1984, reverted Shri Bhibar to the post of Electrical Improver from the post of Clerk in which he was working since 25th January, 1982 without assigning any reason for not regularising his service in the post of Clerk. The concerned workman by his letter dated 16th April, 1984 resumed his duty as Electrical improver with objection and without any prejudice to his claim for regularisation as a Clerk.

The concerned workman thereafter made several representations to the General Manager of the Company with prayer to consider his case and to regularise him in the post of Clerk in which he rendered uninterrupted service for more than 2 years. The management turned a deaf ear to such prayer of the concerned workman. The union alleges that the service of one Ashok Mondal, an Electrical Improver, was regularised as Clerk at Krishnasar Colliery of Kenda Area. The workman's union also made representations before the management for consideration of his case but due to adamant attitude of the management nothing was done in the matter. An industrial dispute thereafter was raised by the union and the Conciliation

Officer having failed in effecting any settlement in the matter, the matter was referred to the appropriate government which has referred the dispute to this Tribunal for adjudication by way of reference. The Union has challenged the action of the management as arbitrary and an instance of unfair labour practice. The Union accordingly prayed for necessary orders for regularisation of service of the concerned workman as a Clerk.

3. The management in its written statement has not denied the facts relating to the performance of duties of the concerned workman in the colliery. It's case, however, is that the workman having accepted the assignment as Trainee Clerk without any claim for regularisation, has waived his right to be regularised. It is, however, alleged by the management that there is acute shortage of Electrical Improver in the Chora Colliery at the relevant time and the necessity of such electrical hand have not yet ended. The management, however, stated that it will consider his case for absorption as regular Clerk only when substantial number of electrical hands will be available to them. Management has further stated that after installation of the computers in the Company a large number of clerical staff have become surplus and it is very difficult for the management to absorb any other categories of workmen in clerical discipline. The management has denied that it has any concern with Ashok Mondal, whose service was regularised, as he is not an employee of Chora Colliery. Management also denied the allegations of the Union that its action was arbitrary and was an instance of unfair labour practice. Management has accordingly prayed for dismissal of the claim of the Union.

4. Heard Mr. P. Banerjee, learned Advocate appearing for the management but the learned Advocate who represents the Union was not available and the concerned workman opted to make the argument on behalf of himself and his Union as he has stated that he has not the means to engage any lawyer.

5. It appears from the record that the concerned workman examined himself and one witness was also examined on behalf of the management. A few documents were also produced from either side in support of their respective cases.

6. The facts are all admitted in this case. Admittedly, the workman was appointed on 25th June, 1977 as an Electrical Trainee at Sunkarpur Section of Sunkarpur Colliery and he joined in permanent service on 22nd January, 1981. After he obtained permanent status he was designated as Electrical Improver. It is also not disputed that he applied for absorption in the clerical cadre as he had the requisite qualification for such appointment as a graduate.

7. Ext. M-1 is a letter of the Agent/Manager of Chora Colliery, Kenda Area, issued in favour of the concerned workman. The letter is important for understanding the terms and conditions of the appointment of the concerned workman in the clerical cadre. It runs as follows :

"This refer to your written representation of nil for engaging as clerk trainee. We have no sanctioned vacancy for the electrical job. However you are allowed to work as Clerk trainee. You shall have to work in different department as and when directed by the undersigned.

The management does not take your responsibility to pay you on difference of wages of clerical job or to regularise you in a clerical post unless the clerical post are sanctioned by the competent authority. Which may take a year or two.

However after getting the sanctioned from the competent authority, your case may be considered for regularise through the D.P.C. only when work is found satisfactory.

If you are agreeable to accept the above term and condition, acknowledge a copy of the same as an acceptance of the term of condition."

It appears from the other side of the letter that it was accepted by the concerned workman without any protest and he joined his new assignment on the basis of the aforesaid letter.

8. It is not disputed that the concerned workman was signing the attendance register of the Clerks of the colliery while he was posted there. It is also an undisputed fact that by order dated 7th March, 1984 the concerned workman, who was working as Clerk Trainee, was reverted to the post of Electrical Improver. The workman complied with the order and accepted the order of reversion under protest.

9. The question is whether in the above facts and circumstances the service of the concerned workman in the clerical cadre can be regularised. Admittedly, the concerned workman put in more than 2 years of continuous service in the clerical cadre. Normally, had the appointment of the workman was on casual basis for performance of work of a Clerk, rendering of such uninterrupted service for more than 2 years at a stretch would have been an important consideration on the question of his regularisation as a Clerk. But the position in this case is entirely different. The workman having been appointed in 1977 as Electrical Trainee which ripened into permanent status in 1981 as Electrical Improver and that service having never been terminated, no question of regularisation of

service in a different stream can arise. It is apparent that technical personnel and clerical staff formed two separate streams and accordingly any member of the technical stream cannot acquire any right to work on the clerical side without any specific order to that effect. Even if such person rendered such service, may be for a considerable period of time, that does not, by itself, given any right to the technical personnel to claim absorption in the clerical cadre as a matter of right since his lien in the service in the technical stream is not lost. The letter of the management by which the concerned workman was deployed for doing the clerical job makes no bones to state clearly the terms and conditions of the appointment. He was informed positively by the said letter that by reason of such appointment to do the clerical nature of work, the management shall not pay him the difference of wages for performing clerical job or to regularise him in the clerical post, unless clerical posts are sanctioned by the competent authority which may take a year or two. MW-1, R. A. Roy, working as Executive Engineer in the Chora Colliery stated in his evidence that if a post of Clerk is vacant in the colliery, Electrical Improver cannot make an application for that post and get employment as Clerk. In his evidence, the workman mentioned two names, namely, Tuhin Kumar Das, Electrical Improver and Tipamay Mukherjee, Fitter, but it does not transpire that they were absorbed in the clerical cadre. Their names were also not mentioned in the written statement of the Union. He, of course, mentioned the name of Ashok Mondal who was absorbed. No paper was produced on behalf of the Union to prove that any such absorption was made in the clerical cadre. The concerned workman also admitted that he started working in the clerical cadre on the basis of the letter marked Ext. M-1 in this case. He further admitted that though he was working on the basis of Ext. M-1, he had not raised any objection against it or the conditions as incorporated there.

10. The concerned workman thus having agreed to work in the clerical cadre, waiving any claim for increased pay for such work or regularisation in service, must be deemed to have accepted the assignment without losing his lien in his original service as Electrical Improver. I have already stated that his lien in the original service remaining intact, no question of his absorption in entirely different stream, may be under the same management, does not arise.

11. So, upon consideration of all the relevant facts and circumstances and the position of law in the matter, I am to hold that the workman is not entitled to be absorbed in the clerical cadre of the management. Accordingly, the action of the management of Chora Colliery of M/s. Eastern Coalfields Limited in refusing regularisation of the concerned workman in clerical job, therefore was justifi-

fied. The workman accordingly shall not be entitled to any relief in this case.

This is my Award.

Dated, Calcutta,

The 15th January, 1998.

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 16 जनवरी, 1998

का.अ. 344.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आन्ध्रा बैंक के प्रबन्धन के सम्बन्धित नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण विणान्द्रापत्तनम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-1-98 को प्राप्त हुआ था।

[सं० एल-12012/334/96 आई० आर० (बी०-II)]

सनानन, डेस्क अधिकारी

New Delhi, the 16th January, 1998

S.O. 344.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Visakhapatnam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Andhra Bank and their workman, which was received by the Central Government on 16-1-98.

[No. L-12012/334/96-IR(B-II)]

SANATAN, Desk Officer

#### ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL,  
CUM LABOUR COURT VISAKHAPATNAM  
PRESENT :

Sri K. Satyanand, B.Sc., LL.M., Chairman  
and Presiding Officer.

Thursday, the 18th day of December, 1997

I.T.I.D. No. 25/97(C)

#### BETWEEN

A. Gangadharam,

C/o. The Regional Secretary,

Andhra Bank Employees Union,

Andhra Bank, Gonedla (Via),

Peddapuram, East Godavari Distt. . . Workman

#### AND

The Regional Manager,

Andhra Bank, Regional Office,  
Kakinada.

Management

This dispute referred by the Government of India, Ministry of Labour, New Delhi to this court for adjudication in their letter No. L-12012/334/96/IR(B-II) dtd. 22-9-97. But the workman and the management called absent, the court passed the following :

#### AWARD

(1) This is an industrial dispute by reference made by the Government of India, formulating the terms of reference as under :

“Whether the action of the management of Andhra Bank, Regional Office, Kakinada in deducting 3 increments of Shri A. Gangadharam, Clerk is legal and justified ? If not, to what relief the said workman is entitled ?”

(2) In this case the workman and the management did not personally appear before this court. Nevertheless the Andhra Bank Employees' Union on behalf of the workman sent by post copies of the relative domestic enquiry proceedings, documents produced in enquiry along with the statement of relief.

(3) The management was called absent and set exparte. It seems the management framed three charges against the workman. The first charge relates to unauthorised removal of some papers from the personal file. The second charged relates to the tampering with the record and the 3rd charge relates to his disobedience. On the basis of the enquiry report, the management imposed a punishment of stoppage of 3 increments to the workman in question by name. Gangadharam Clerk, Andhra Bank, Srinagar Colony branch. The management did not take interest to place the record before this court. It is the workman that sent the xerox copies of the papers that constituted the departmental proceedings. When the management abstained from contesting the industrial dispute in as much as it remained exparte it is rather indicative of the management's implied acquiescence to the claim of the workman to set aside the order of punishment. In a case like this if really the management contested the claim of the workman, the validity of the domestic enquiry would have been taken as a preliminary point. Then the correctness of the findings and the commensuration of the punishment would have been the further questions. All this process is obviated on account of the silence of the management. In this view of the matter I feel that the punishment order impugned in this Industrial Dispute is liable to be set aside as without a contest of the management there is nothing left except to allow the claim of the workman, provided, it is not repugnant to any law. The claim as such merely is to set aside the punishment order. It does not therefore, offend any legal provisions.

(4) In the result, the award is passed setting aside the impugned order of punishment. Reference is answered accordingly. Dictated to stenographer transcribed by her given under my hand and seal of the court this the 18th day of December, 1997.

K. SATYANAND, Chairman and Presiding Officer

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, VIZAG

APPENDIX OF EVIDENCE IN I.T.I.D.

NO. 25/97

WITNESS EXAMINED :

For Workman : None.

For Workman : Nil.

Documents Marked :

For Management : None.

For Management : Nil.

नई दिल्ली, 19 जनवरी, 1998

कांअ।० 345.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबन्धनस्थ के सम्बद्ध निोजकों और उनके कर्मचारों के बीच, अनुसूच में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अतिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-1-98 को प्राप्त हुआ था ।

[सं. एल-12012/404/95-आई० आर० (बी-II)]

सनान, डेस्क अधिकारी

New Delhi, the 19th January, 1998

S.O. 345.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 16-1-98.

[No. L-12012/404/95-IR (B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SUARMA, PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : NEW DELHI

I.D. No. 40/97

In the matter of dispute between :

Shri P. K. Sharma through  
Sachiv, Canara Bank Workers Union,  
B.M.S. Office, Tilak Gal,  
Paharganj, New Delhi.



Versus

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL AT CALCUTTA

Reference No. 11 of 1992

## PARTIES:

Employers in relation to the management of  
Canara Bank.

AND

Their workmen

## PRESENT:

Mr. Justice A. K. Chakravarti, Presiding Officer

## APPEARANCE:

On behalf of Management—Mr. P. Bhanja  
Chowdhary, Advocate. with Mr. P. K.  
Mukherjee, Advocate.On behalf of Workmen—Mr. K. K. Lahiri, Advoca-  
cate.

STATE : West Bengal

INDUSTRY : Banking

## AWARD

By Order No. L-12012/392/91-IR (B-II) dated 25-3-1992 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Canara Bank in posting Sh. D. Banerjee as Special Assistant at Ningha Branch and refusing posting at any branches in Calcutta is justified in view of the Government Guidelines contained in Ministry of Finance Letter No. F. 14/17/86-JR dtd. 12-8-87? If not, what relief the workman is entitled to?”

2. The union's case is that Shri D. Banerjee was appointed as Clerk and working as such in the Canara Bank (a public sector undertaking) since 25 January, 1978 and he was transferred to different branches of the said Bank in Calcutta till June, 1991 when he was transferred to Brabourne Road Branch of the said Bank in Calcutta. By Memo No. 72/91 dated 29-4-1991 the Bank declared vacancies for 204 posts of Special Assistants to be filled up in Canara Bank on all India basis. The workman Shri D. Banerjee was thereafter called for interview on 8-4-1991 and he was duly selected. In West Bengal the management declared 8 posts of Special Assistants to be filled up and out of the selected 8, his rank was 6th. By letter dated 11-5-1991 the Bank offered the post of Special Assistant to Shri Banerjee at Ningha Branch of the Bank in the district of Burdwan. But the management in that letter linked the selection for the post of Special Assistant with the place of posting which, according to the union was made illegally as such linking is not permissible in terms of the bipartite settlement of 1966 and agreement dated 19-11-1985.

Shri Banerjee, after accepting the said offer for Special Assistant by letter dated 17-5-1991 informed the management that as he has obtained the 6th rank among the selected candidates he should be posted at Hanspukur Branch, Behala, near Calcutta, instead of

General Manager,  
Canara Bank,  
Marshal House,  
Parliament Street,  
New Delhi.

## APPEARANCES :

None for the workman.

Shri J. Buther for the Management.

## AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/404/95-IR (B-2) dated 13-3-97 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of Canara Bank in not granting the stagnation increment to their employee Shri P. K. Sharma, Special Asstt. is justified and legal? If not, what relief the workman is entitled to and with what date?”

2. The workman was sent notice thrice and two times the registered notices were sent. He did not appear while the management authorised representative Shri J. Buther appeared on its behalf. In view of the fact of the workman having not filed any statement of claim nor appeared. No dispute award is given in this case leaving the parties to bear their own costs.

Dated : 8-1-98.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 19 जनवरी, 1998

का०आ० 346 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-1-98 को प्राप्त हुआ था।

[सं० एल-12012/392/91-आई०आर० (बी-II)]  
सनातन, डेस्क अधिकारी

New Delhi, the 19th January, 1998

S.O. 346.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 19-1-98.

[No. L-12012/392/91-IR(B-II)]  
SANATAN, Desk Officer

posting at Ningha in the district of Burdwan which is 300 K.Ms. away from Calcutta because of his comparative seniority in service. According to the union a senior staff should be given posting near to the city and a junior should go to the distant place. The union has further alleged that Smt. Priti Banerjee, the wife of the concerned workman, is an employee of the Allahabad Bank and posted at its International Branch Park Street, Calcutta and to avoid dislocation of the family of Shri Banerjee, both the spouses should be allowed to work in the same station. By letter dated 21-5-1991 the Assistant General Manager of the Canara Bank informed him that no modification in the order of posting can be made due to administrative exigency and he was further intimated that if within 25-5-1991 the acceptance of the offer does not reach them, the Bank shall consider the same as declining of the offer and offer the post to the next person in the ranking list. By his letter dated 25-5-1991 Shri Banerjee informed that he has not refused the offer of Special Assistant but he was only protesting against the posting order. The Bank, however, did not send any reply to the letter and cancelled the offer of employment of Special Assistant to Shri Banerjee by its letter dated 3-6-1991. According to the union, the management did not follow the procedure illegally that senior in the rank should be posted in Calcutta while juniors at distant places. The union cites the case of 8th in rank, though junior in service and rank, was posted in Calcutta.

The special grievance of the union is that while making the transfer, the management did not pay any heed to Circular No. F-14/17/86-IR dated 12-8-1987 issued by the Government of India, Ministry of Finance, Department of Economic Affairs and clearly violated the guidelines prescribed there on transfer of its employees. It is alleged by the union that the above circular was in conformity with the spirit of another circular of the Govt. of India in respect of its own employees. The union has further alleged that the circulars being intended to prevent any breach in family life, the management ought not to have transferred Shri Banerjee to a distant place where it was not possible for his wife to stay with him, being herself a bank employee. It is further alleged that the Bank has failed to prove the alleged administrative exigency as an excuse for transfer and that at the relevant time there was no such administrative exigency requiring the transfer of Shri Banerjee. It is further alleged that after withdrawal of the offer of Shri Banerjee, the Bank posted one Lalita Das as a Special Assistant at Ningha Branch but her service was withdrawn after 2 months and since then the post is lying vacant. The union has further alleged that as the Bank treated the case of Shri Banerjee as a case of refusal of the post of Special Assistant, he is being deprived of getting any chance of temporary entrustment of supervisory duties. The union has accordingly prayed for setting aside the order of withdrawal of the offer of Special Assistant to Shri Banerjee and for treating him as a Special Assistant from 1-5-1991 and for his posting in any branch of the Bank in Calcutta or nearby and to pay his emoluments at the rate payable to Special Assistant on and from 1-5-1991.

3. In the written statement, the management of the Canara Bank denied the allegations regarding the

arbitrary order of posting consequent upon the selection of Shri Banerjee to the post of Special Assistant and also withdrawal of the said offer, on his refusal to accept that order of posting. The Bank denied that the selection to the post of Special Assistant and order of posting are subject matter of two different orders. The Bank alleges that they are correlated matter as the selection relates to appointment in vacancy to a particular post where it had fallen vacant. It has further alleged that as per settlement dated 19-11-85 Special Assistant shall send their letter accepting their appointment as Special Assistant as indicated in the order, within 10 days, failing which, it will be presumed that he has declined the offer. As Shri Banerjee failed to accept the offer unconditionally, his offer was cancelled. It is also alleged by the management that there is no provision about the posting on the basis of seniority. Regarding posting of the Special Assistants it is alleged that apart from selected female employees, most of the male selected employees for the said post were posted outside Calcutta. It is further alleged that transfer is a condition of service and the management has the right to transfer any employee at any place as it is within the absolute discretion of the management to do so in the interest of the administration.

Regarding the guidelines issued by the Govt. of India in its circular dated 12-8-1987, it is stated that it is subject to the administrative convenience, availability of vacancy and compliance of existing instructions of the Government regarding agreement with the union and it nowhere stipulates that it is mandatory on the Bank to post a person at the same place where his spouse is working. The Bank has also denied the claim of the union that comparatively senior in service should get posting near Calcutta while those juniors to them would have to go outside. The Bank has also alleged that the transfer of Shri Banerjee having made in the exigencies of the public service and for administrative reasons and there being no mala fide reasons in the said transfer and it remaining always open to the wife of Shri Banerjee to apply for her transfer to Ningha to save the family from disruption that Shri Banerjee shall not be entitled to any relief in this case. It is also alleged that Shri Banerjee having lost his chance to work as Special Assistant by declining to accept the offer, he cannot raise any complaint now that he has not been allowed to act in the temporary supervisory capacity, the same being not permissible under the rules. The Bank has accordingly prayed for dismissal of the claim of the union.

4. A rejoinder was filed on behalf of the union where apart from denying the allegations of the Bank, it was reiterated that the order of transfer of Shri Banerjee was mala fide, arbitrary and discriminatory.

5. Heard Mr. Bhanja Chowhury, learned Advocate appearing for the management and Mr. Lahiri, learned Advocate appearing for the union.

6. Admittedly, Shri D. Banerjee was working in the clerical grade in different branches of the Bank in Calcutta since 1978 and is still remaining there till date. In the meantime, he was selected for the post of Special Assistant on 11-5-1991 and the bank intimated him that the Bank intends to post him as

probationary Special Assistant at their Ningha Branch. The Bank further informed him that the offer of this posting was strictly subject to his written acceptance of the said offer within 10 days from the receipt of the letter and that if the offer of posting is not acceptable and not informed within 10 days from the receipt thereof or if no communication is received, the Bank shall presume that the employee refused to accept the offer. It is also an admitted fact that the post of Special Assistant is not a promotional post.

7. The first grievance of the union is that the management illegally combined the order of selection and posting in the same letter, WW-1, the concerned workman, stated in his evidence that it was a conditional offer and in explanation he stated that it was not an order of appointment simpliciter as it was coupled with the order of posting. Mr. Bhanja Chowdhury, learned Advocate appearing for the management submitted that there is no rule or settlement prohibiting the management of the Bank to issue the order of selection alongwith the posting. It is also submitted that selection to a particular post without the order of posting to the said vacancy is without any meaning as such order is not capable of being carried out. Nothing was also produced by the union to prove that issuing of such order was illegal. As a matter of fact, I agree with Mr. Bhanja Chowdhury that selection to any particular post is connected with the posting in the same post and if the selected employee is intimated about the place of posting in his order of selection, no prejudice is caused thereby to the concerned workman for which any complaint can be raised. This objection of the union therefore has got no leg to stand upon.

8. It is next admitted by Mr. Lahiry, learned Advocate appearing on behalf of the union, that the management has violated the letter and spirit of the circular dated 12-8-1987 and as a matter of fact violated the settlement of the union and the Bank in the matter and paid scant respect to the 6th rank obtained by Shri Banerjee by offering posting to the employee obtaining 8th rank in Calcutta, disregarding his claim in the matter and that the Bank cannot make such arbitrary and whimsical transfer in the name of administrative necessity. It is accordingly necessary to consider above objections separately.

9. In so far as the guidelines issued by the Government of India dated 12-8-1987 is concerned, I find that with a view to enable working couples to lead a normal family life and ensure education and welfare of their children, the public sector banks were directed to follow the guidelines as far as practicable without however interfering with the smooth function of the transfer policy, administrative convenience, availability of vacancy and compliance of existing instructions of the Government regarding agreements with the union etc. At the outset it must be noted that it is not mandatory for the banks to follow the guidelines and such guidelines are always subject to conditions referred to above. Admittedly, Shri Banerjee belongs to the workman staff of the Bank and in respect

of the transfer workman staff of the Bank, it is stated in the guidelines as follows :

“(i) Workman staff

Workmen staff are not ordinarily subjected to transfers as in the case of Officers. However, where a workman employee is required to be transferred as an administrative expediency or as per transfer policy and where his spouse is also employee in the same bank, it should be ensured that both spouses are posted at the same station if there are more branches than one at the station; otherwise the junior spouse should be posted at a branch in the neighbouring city. If the senior spouse is working as an officer in another public sector bank, the employee's request for a transfer to the station where the spouse is working may be considered sympathetically and he/she may be posted at the station if there is a branch of the bank in that station; otherwise to a branch in the neighbouring station.”

10. On a plain reading of the above provision in respect of the workman concerned, it will be clearly apparent that it is not applicable to such cases where the spouses are employees of two different banks. It has made provisions for these spouses where both of them working in the same bank and/or in cases where senior of the spouse is working as officer in another public sector bank. Mr. Lahiri also draw my attention to paragraph 4 of the guidelines and submitted that since it is not possible to cover all possible cases which may arise in this matter that each case, not covered by the guidelines may be dealt with keeping in mind the spirit in which this guidelines have been laid down and the larger objective of ensuring that husband and wife are, as far as possible, and within the constraints of administrative convenience, posted at the same station. It is true that the guidelines are intended to prevent any break-up in the family, but in so far as the workmen staff are concerned, the guideline was to limit its exercise within the employees of the same bank. The condition was relaxed only in cases of those employees whose spouse is working an officer in other bank. Had it been the intention of the Government to extend this benefit to the employees of all public sector banks interse, the guideline would not have restricted its users only in respect of the employees of the same bank. As a matter of fact, if special concessions are made and original transfer policy is kept in abeyance due to the couples working as workmen staff in different banks, the entire administration of the bank is likely to be jeopardised and there may be grievances of other employees at where costs such transfers are stopped. The guidelines, therefore, would not come up for any help to the concerned workman as I am not in a position to convince myself that the spirit of the guidelines would be served if such transfers are not effected.

11. My attention was next drawn to the settlement dated 19-11-1985 entered into between the management of the Bank and the Canara Bank Employees' Union in the matter and employment of Clerks as Special Assistant and temporary entrustment of super-

visory duties. There is nothing in this settlement imposing any restriction upon the Bank in respect of transfers of Special Assistants. In case of transfers as Special Assistant, declaration of vacancies are to be made after determination of the vacancies in consultation with the union once a year. Such vacancies being associated with all the branches of the bank and as also such vacancies are to be filled up, the bank has to make necessary arrangement for the posting of its employees to fill-up those posts lying vacant anywhere within the state by posting of such Special Assistant after selection. Transfer being thus an integral part of the service, no objection on account of the above settlement can be entertained.

12. Mr. Lahiri next urged that the Bank has failed to prove that there was any such compelling administrative necessities which necessitated the order of transfer of Shri Banerjee as Special Assistant. The management examined two witnesses namely, MW-1 Somnath Munshi, an Officer of the Staff Section and MW-2 Shyamalendu Saha, a Manager of the Staff Section of the Bank. MW-2 in his evidence gave details as how the selection is made and MW-1 stated in his evidence that if any one makes any objection to the posting to any particular place, the Bank does not accept such request straightway as the entire chain of posting shall be affected. He further stated that in such circumstances, the applicant is directed to join for administrative convenience and attempts are made to accede to his request. He further stated that administration cannot be slack in this matter because any slackness on the part of the administration shall invite more troubles as every employee shall then try to have their posting according to their choice. Further, it is the business of the management to consider and issue directions in respect of smooth functioning of the Bank. If the management in administering its own establishment considers the posting of an employee to any particular place, the union cannot have any right to challenge such decision of the administration. In the instant case it has been laid therefore by the evidence of the management's witnesses how selection takes and how postings are made. The union having failed to show any malafide on the part of the management in effecting such transfer, no question of arbitrariness on the part of the Bank can arise.

13. Mr. Lahiri lastly submitted that since the 8th rank holder of the selection list is posted in Calcutta, transfer of Shri Banerjee to Ningha was illegal as he, being comparatively senior in rank, ought to have been offered that chance in Calcutta. I failed to understand any logic in this argument. The Bank in its written statement stated that of the 8 persons selected for the post of Special Assistant, 6 of them were transferred outside and 5 of them joined in their respective places of posting without any protest. The management might have special reasons for posting of the holder of rank No. 8 in Calcutta. It might be that they did not consider him that fit as to manage the affairs independently without the assistance of the head office or that the Bank might have considered that he should be kept under surveillance for watching his performance. Moreover, as stated by M.W. 1, Shri Banerjee might have gone over there and taken over the charge as Special Assistant

instead of making excuses in support of his case for cancellation of the order. Offering of the Calcutta posting to the Rank No. 8, in my opinion, does not by itself show that the transfer order upon Shri Banerjee was made intentionally to put him into difficulty as the other selectees were also similarly ordered to take charge of their posting outside Calcutta.

14. Before parting with this case, it must be remembered that the transfer being an incidence of service, no workman can ordinarily raise objection to such transfer, if it is made on the basis of the promotional policy and administrative convenience along with other relevant factors for consideration. The guidelines, of course, emphasises consideration of certain points which should be taken into account before making any order of transfer. These guidelines, however, are not mandatory in nature and they are always subject to the promotion policy, administrative convenience and other relevant matters for consideration in the matter. If the union seeks to establish any claim, it is the bounden duty, on its part to prove its right to the claim. I have already considered the guidelines, settlement and other matters referred to by the learned Advocate for the union and find that the union hopelessly failed to prove its right to the claim of withholding of the order of transfer and allowing him to reap the benefit of selection to the post. It was submitted on behalf of the union that Shri Banerjee never declined to accept the office. I have already stated that after the order of selection, Shri Banerjee is still posted in Calcutta and has not shown any intention that he is agreeable to accept his posting unconditionally. On the other hand, he made representation which after due consideration was rejected and he was directed to inform his willingness within the required time. Shri Banerjee informed that it is not possible for him to accept the offer, unless the transfer order to Ningha is cancelled. This intimation amounts to unequivocal denial to accept the offer of appointment as Special Assistant by the employee concerned and he was rightly denied to act in temporary supervisory capacity in terms of the settlement. No objection can be raised by the concerned employee in the matter.

15. Before parting with this case I am to mention the case of Bank of India V. Jagjit Singh Mehta, reported in 1992 (1) LLJ 329 where it was held by the Hon'ble Supreme Court that there can be no doubt that ordinarily and as far as practicable, the husband and wife who are both employed should be posted in the same station even if their employers be different. This does not mean that their place of posting should invariably be one of their choice even though their preference may be taken into account while making the decision in accordance with the Administrative needs. Though the guidelines require the spouses to be posted at one place as far as practicable, they do not enable any spouse to claim such a posting as or right if the departmental authorities do not consider it feasible. The only thing required is that the departmental authorities should consider this aspect along with the exigencies of administration and enable the two spouses to live together at one sta-

tion if it is possible without any detriment to the administrative needs and the claim of other employees.

Reference may also be made to the case of Union of India v. S. L. Abbas, reported in Supreme Court Labour Judgements (Vol. 3) at page 1429 where it was held by the Hon'ble Supreme Court that "who should be transferred where, is a matter for the appropriate authority to decide. Unless the order of transfer is vitiated by mala fides or is made in violation of any statutory provisions, the Court cannot interfere with it. While ordering the transfer, there is no doubt, the authority must keep in mind the guidelines issued by the Government on the subject. Similarly if a person makes any representation with respect to his transfer, the appropriate authority must consider the same having regard to the exigencies of administration. The guidelines say that as far as possible, husband and wife must be posted at the same place. The said guidelines however does not confer upon the Government employee a legally enforceable right."

16. So, upon consideration of all the facts and circumstances and the position of law in this matter, I am to hold that the union has hopelessly failed to prove its case in respect of the concerned employee and accordingly the schedule of reference must be answered in the affirmative. The concerned workman shall not be entitled to any relief in this case.

This is my Award.

Dated : Calcutta,

The 9th January, 1998.

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 19 जनवरी, 1998

कां०अ० 347.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार ओरिएण्टल बैंक ऑफ कॉमर्स के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-1-98 को प्राप्त हुआ था।

[सं० एन-12012/110/96-आई०आर० (बी-II)]

सानतान, डेस्क अधिकारी

New Delhi, the 19th January, 1998

S.O. 347.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and

their workman, which was received by the Central Government on 16-1-1998.

[F. No. L-12012/110/96-IR (B-II)]

SANATAN, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 65/97

In the matter of dispute :

BETWEEN

Shri Kamal Sharma S/o. Tulsi Ram, C/o. PNB, Canteen Workers Union, A-20, Ganesh Nagar, Pandav Nagar Complex, Delhi-110092.

Versus

The Manager, Oriental Bank of Commerce, Vijay Chowk, Laxmi Nagar, Delhi-110092.

APPEARANCES :

None for the workman.

Shri J. Buther for the Management.

#### AWARD

The Central Government in the Ministry of Labour, vide its Order No. L-12012/110/96/IR (B-II), dated 12-5-1997 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the management of Oriental Bank of Commerce in terminating the services of Shri Kamal Sharma w.e.f. 10-8-1994 is legal and justified ? If not, to what relief the said workman is entitled ?"

2. The workman was sent notice thrice and two times registered notices were sent. He did not appear while the management authorised Shri J. Buther to appear on its behalf. In view of the facts of the workman having not filed any statement of claim nor appeared no dispute Award is given in this case leaving the parties to bear their own costs.

Dated : 6-1-1998

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 19 जनवरी, 1998

कां०अ० 348.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार सै० आ० एन० जी० सी० के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-1-98 को प्राप्त हुआ था।

[सं० एन-20010/11/95-आई०आर० (बी-I)]

सानतान, डेस्क अधिकारी

New Delhi, the 19th January, 1998

S.O. 348.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. O.N.G.C. and their workman, which was received by the Central Government on 16-1-1998.

[No. L-20040/11/95-IR (C-I)]  
SANATAN, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. NO. 45/96

In the matter of dispute :

BETWEEN

Shri Hari Kishore Mishra, S/o. Shri T. N. Mishra, Ex-Casual Mazdoor, 10/2 Anand Chowk, Dehradun.

Versus.

Chairman, Oil and Natural Gas Corporation Ltd., Tel Bhawan, Dehradun.

#### APPEARANCES :

None for the Workman.

Dhansh Srivastava for the Management.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-20040/11/95-I.R. (Coal-I), dated 22-4-1996 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of O.N.G.C. Ltd., in terminating the services of Shri Hari Kishore Mishra S/o. Shri T. N. Mishra, Casual Mazdoor, w.e.f. 11-8-1987 is just and legal ? If not, to what relief is the workman entitled ?”

2. The workman in his statement of claim alleged that he worked in the corporation for a period of 263 days from 23-10-1986 to 31-5-1987 for 205 days from 22-6-1987 to 10-8-1987 for 58 days, on casual basis. His services were terminated on 10-8-1987 illegally and he was entitled to be reinstated with full back wages and continuity of service.

3. The Management in its reply alleged that the workman had not come with clean hands. It has further been alleged that workman worked for 205 days and his claim for his having worked for remaining 58 days was forged one. He was engaged on daily basis and has filed the present case after 6

years, without assigning any reason of his being remaining silent. He has not completed 240 days service and therefore, was not entitled to any relief as no violation of I. D. Act has been committed.

4. The workman did not appear in this case after 9-9-1996 and notice was sent to him for appearance on 2-1-1997 by registered post. He did not turn up even thereafter and was thus proceeded against exparte.

5. Management filed two affidavits in support of its case of Rajinder Parkash M.W. and C. M. Kathuria M. W. 2. Their statements were also recorded.

6. I have heard the representative for the Management and have gone through the record. There is no evidence produced by the workman in this case and he was proceeded against exparte while the management has produced two responsible Officers of the management who have filed their affidavits and have also stated on oath the facts relating to this case. From their evidence I am satisfied that the action of the management was fully justified. In view of no evidence on behalf of the workman he is not entitled to any relief from this court. Parties are, however, left to bear their own costs.

Dated : 12th January, 1998

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 19 जनवरी, 1998

कांआ० 349.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबन्धकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-1-98 को प्राप्त हुआ था।

[सं० एल०-12012/165/96-आई०आर०-(बी-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 19th January, 1998

S.O. 349.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workman, which was received by the Central Government on 16-1-1998.

[No. L-12012/165/96-IR (B-II)]  
SANATAN, Desk Officer.

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI.

I. D. NO. 85/97

In the matter of dispute :

## BETWEEN

Shri P. D. Thapliai, Clerk/Cashier, through The President, Mahabank Karamchari Sangh, 898, Nai Sarak, Delhi-6.

Versus.

The Regional Manager, Bank of Maharashtra (Delhi Region), 6-30-31, W. S. A. Karol Bagh, New Delhi-110005.

APPEARANCES : None.

## AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/165/96-IR (B-II), dated 20/25-6-1997 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of Bank of Maharashtra in denying the payment of Teller Allowance @ Rs. 189/- P.M. to Shri P. D. Thapliai, Clerk/Cashier for the period from 1-8-1988 to 31-5-1989 is legal and justified ? If not, to what relief the said workman is entitled ?”

2. The workman was sent notice twice but nobody appeared for the workman while Shri L. K. Uppal, Manager Personnel appeared once on 2-9-1997. In view of the fact of the workman having not filed any statement of claim nor appeared in person no dispute award is given in this case leaving the parties to bear their own costs.

Dated : 7-1-1998.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 19 जनवरी, 1998

का०आ० 350.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबन्धतंत्र के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-1-98 को प्राप्त हुआ था।

[सं० एल-12012/177/96-आई०आर० (बी-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 19th January, 1998

S.O. 350.—In pursuance of the Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workmen which was received by the Central Government on 16-1-1998.

[No. L-12012/177/96-IR (B-II)]

SANATAN, Desk Officer

## ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NEW DELHI

I. D. NO. 94/97.

In the matter of dispute :

## BETWEEN

Shri Ramesh Kadam, Special Assistant, through The President, Mahabank Karamchari Sangh, 898, Nai Sarak, Chandni Chowk, Delhi-110006.

Versus.

The General Manager, Bank of Maharashtra (North Zone), 6/30-31, W.E.A., Karol Bagh, New Delhi-110005.

APPEARANCES : None for the parties.

## AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/177/96-IR (B-II), dated 17-6-1997/7-7-1997 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of Bank of Maharashtra in denying Housing loan to Shri Ramesh Kadam, Special Assistant is justified ? If not, to what relief the concerned workman is entitled ?”

2. Notice of the reference was sent to the parties but none appeared. It appears that the workman was not interested in pursuing this dispute. Hence no dispute Award is given in this case leaving the parties to bear their own costs.

Dated : 2-1-1998

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 19 जनवरी, 1998

का०आ० 351.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड शिडिंग इम्प्लूमेंट्स कां० लि० के प्रबन्धतंत्र के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-1-98 को प्राप्त हुआ था।

[सं० एल-17012/16/88 आई०आर० (बी-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 19th January, 1998

S.O. 351.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government

Industrial Tribunal, Bangalore, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of United India Insurance Co. Ltd. and their workman, which was received by the Central Government on 16-1-1993.

[No. L-17012/16/88-IR (B-II)]

SANATAN, Desk Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT AT BANGALORE

Dated : this 8th day of January, 1998

Thursday

#### PRESENT :

Sri K. Mohanachandran, B.Sc., B.L.D.L.A.L.  
Presiding Officer

Central Reference No. 1/90

#### I Party

S. P. Nagaraj,  
S/o S.S. Prabhakar,  
Satayanarayana Building  
R. No. 5, OT, Road,  
Shimga-577202.  
(Represented by  
Sri Rammohan Reddy, Advocate  
Bangalore).

#### V.

#### II Party

Regional Manager,  
M/s. United India,  
Insurance Company Ltd.,  
Shankaranarayana Building,  
No. 25, MG Road,  
Bangalore-560001.  
(Represented by  
Sri R. Gururajan, Advocate  
Bangalore).

### AWARD

In this Central Government reference No. L-17012/16/88-D.I(B)/I.R. (B)-I dated 8-1-1990 the point for adjudication is framed as follows:—

“Whether the action of the management of United India Insurance Company Limited, Bangalore in terminating

the services of Sri S.P. Nagaraj, Ex-Attendant is justified? If not, to what relief the workman concerned is entitled?”

2. After receiving the above said Central Reference it was registered as CR No. 1/90 and court notices were sent to both the parties separately on 9-4-90. Sri Rammohan Reddy, Advocate filed Vakalath for 1st party and Shri R. Gururajan, Advocate filed Vakalath for 2nd party.

3. The concised averments submitted by the 1st party in his claim statement are as follows:—

The 1st party joined in the 2nd party on 16-8-1984 as a daily wages at Rs. 10 per day. The 1st party was put in charge against permanent vacancy on assurance given by the Manager that in the relevant time he will be absorbed in the 2nd vacancy of the substaff. But he was directed by the manager not to come to work on 30-12-84. But he was asked to work in the name of Shri Ramappa from 30-12-1984 till 11-5-1985. Taking into consideration that the 1st party on 16-8-1984 in his name namely S. P. Nagaraj and later on at the incidence of 2nd party his name was changed to Ramappa on 30-12-1984 and further his signature was obtained in the ledger from 30-12-1984 till 11-5-1985, it could be seen that the 1st party had put continuous service of 240 days in the 2nd party. Hence the termination of the 1st party is not valid under law. The 2nd party ought to have followed the provisions of Section 25 and Section 2(00) of the I.D. Act by paying retrenchment compensation to the 1st party. Therefore, this petition is filed for reinstatement and will full backwages.

4. The brief averments in the written statement of 2nd party are as follows :—

The 1st party is not entitled for any relief. Infact on an earlier occasion also he had raised dispute and the same was rejected. It is not correct to say that he was put to work against permanent vacancy. He cannot claim any permanency on the facts of this case. He had not put continuous service for more than 240 days. But he had worked only.



for a period of 152-1/2 days. There is no retrenchment at all. The service of the 1st party could be dispensed with since he was a daily wage. It is not true to say that his name was changed as Ramappa and his signature was obtained in that name. There is no violation of Section 25F and Section 2(oo) of I.D. Act. The 1st party is not entitled for any compensation.

5. My learned predecessor passed an order on 21-1-1994, as we could see in the notes order, that the point for consideration could be covered by the schedule to the reference and hence no separate issues were required and all other subsequent points if any would be considered at the time of passing of final order. Accordingly, till 19-10-1994, my learned predecessor himself had given ample opportunities for both the parties for examination of their witnesses. But none of the parties had taken any care to examine any of the witnesses on their respective side.

6. When I took charge, I also granted ample opportunities from 28-2-1996 till 20-8-1996 for examination of witnesses. Even then neither the 1st party with his counsel nor the 2nd party had appeared. In such circumstances the 2nd party was called absent and set exparte on 20-8-1996. Hence, I am of opinion that an award has to be passed on merits under provision of Rule 10B(9) of Central Rules, 1957 of I. D. Act.

7. It had been clearly stated by the 1st party in his claim statement that he had put continuous service of 240 days in the 2nd party. But even his own averments in his claim statement would show that he had not worked in his name in the 2nd party. He had stated that from 30-12-1984 till 11-5-85, he was directed to work in the name of Ramappa and he had also signed in the same name. But he had not substantiated these facts through any form of evidence even though the 2nd party in their written statement had emphatically denied by the 2nd party.

8. As it has been pointed out by the 2nd party in their written statement the 1st party had not at all served for a continuous period of 240 days but served only for a period of 152-1/2 days. If that be the case as I said

earlier, the same pleadings by the 2nd party would also get support even from the averments of the 1st party in his claim statement. Therefore, I am of opinion that the 1st party had not proved that he had put continuous period of 240 days service in the 2nd party to get benefits of the provisions under section 25F of the I.D. Act.

9. If the 1st party failed to satisfy the incipient provisions of Section 25F of I.D. Act, I am of the opinion that he cannot be considered to be a workman under the I.D. Act and thus he also cease to claim any right and benefits under section 2(oo) of the I.D. Act. Therefore, I hold that even though the 2nd party remained absent set exparte it can be held that the 1st party had not proved his claims and is not entitled for any relief as prayed by him in his claim statement.

### AWARD

10. As a result the C.R. No. 1/90 is rejected but without cost. Submit to the Government.

11. (Dictated to Personal Asst., transcribed by him, corrected by me and signed on this day 8th day of January, 1998 the Thursday).

K. MOHANACHANDRAN, Presiding Officer

नई दिल्ली, 19 जनवरी, 1998

का० आ० 352 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा नियम के प्रवन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पञ्चाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-1-98 को प्राप्त हुआ था।

[नं० एल-17012/24/96-आई०आर०(बी-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 19th January, 1998

S.O. 352.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India and their workman, which was received by the Central Government on 16-1-98.

[No. L-17012/24/96-IR(B-II)]  
SANATAN, Desk Officer

## ANNEXURE

नई दिल्ली, 20 जनवरी, 1998

BEFORE SHRI GANPATI SHARMA, PRESIDING  
OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL,  
NEW DELHI

I.D. No. 78/97

In the matter of dispute :

BETWEEN :

Shri Bhupendra Singh s/o Shri Bhupal Singh,  
r/o 33, Muraripuram, Banwari Kutir, Garh Road,  
Meerut-250002.

Versus

The Sr. Divisional Manager, Life Insurance Corporation  
P.O. Box No. 9252, 30-31, Veer Savarkar Block,  
Vikas Marg, Shakar Pur, Delhi-110092.

APPEARANCES :

Shri Bhupendra Singh in person.

Shri A. K. Sharma—for the Management.

## AWARD

The Central Government in the Ministry of Labour vide its Order No. L-17012/24/96/IR(B-II) dated 26-5-97 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the management of LIC of India in terminating the services of Shri Bhupendra Singh, Development Officer w.e.f. 1-4-95 is legal and justified? If not, to what relief the said workman is entitled?"

2. The case was fixed for written statement when an application was filed by the management stating therein that the present reference could not proceed in view of the judgement of the Hon'ble Supreme Court in Civil Appeal case No. 235/93 titled H. R. Adyanthaya etc. Vs. Sandoz (India) Ltd. etc. etc. He was not a workman being a Development Officer.

3. Reply to this application was obtained from the workman. Arguments were heard.

4. The workman representative has urged that the Development Officer was a workman as was held in case S. K. Verma Vs. Mahesh Chandra & another 1983 (3) S.C.R. 799. However, the management representative has referred to a judgment of full bench comprising of five judges in H. R. Adyanthaya etc. etc. Vs. Sandoz (India) Ltd. etc. etc. in which it was held as follows :—

"As has been pointed out above, this decision did not refer to the earlier three decisions in May & Baker's, WIMCO and Burmah Shell Cases (Supra) and obviously proceeded on the basis that if an employee did not come within the four exceptions to the definition, he should be held to be a workman. This basis was in terms considered and rejected in Burmah Shell Case (Supra) by a coordinate Bench of three judges. Further no finding is given by the Court whether the Development Officer was doing clerical or technical work. He was admittedly not doing manual work. We may have, therefore, to treat this decision as per incuriam."

5. In view of this situation the Development Officer of the Life Insurance Corporation is not a workman and this court has got no jurisdiction to try this case and proceed further. The reference is answered accordingly. The aggrieved official can move for the redressal of his grievances to the Competent Court or authority according to law. Parties shall bear their own costs.

5th January, 1998.

GANPATI SHARMA, Presiding Officer

कां०अ०. 353:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 11) की धारा 17 के अनुसरण में, कन्द्रीय सरकार युनियन बैंक ऑफ़ इंडिया के प्रबंधकों के संबद्ध निदेशकों और उनके कार्यकारी के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में कन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो कन्द्रीय सरकार को 19-1-98 को प्राप्त हुआ था।

[नं० एल०-12012/215/95-आई०आर०-(बी-II)]

मनानन, डेस्क अधिकारी

New Delhi, the 20th January, 1998

S.O. 353.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 19-1-98.

[No. L-12012/215/95-IR(B-II)]

SANATAN, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 101 of 1996

In the matter of dispute :

BETWEEN :

Dy. General Manager,  
Union Bank of India,  
Sharda Towers Kapoorthala Complex,  
Aliganj Lucknow.

AND

General Secretary,  
Union Bank Staff Association,  
3/192 Viram Khand Gomti Nagar,  
Lucknow.

APPEARANCES :

M. L. Agrawal—for the Management and P. K. Tiwari  
—for the Union workman.

## AWARD

1. Central Government, Ministry of Labour, New Delhi vide notification No. L-12012/215/95/IR. B-II dated 11/16-10-96, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of Union Bank of India, Lucknow to deny claim of officiating allowance in officer cadre w.e.f. 1-7-86 to Sri S. C. Agrawal Spl. Assistant, Agra is legal and justified? If not to what relief the workman is entitled?

2. This industrial dispute has been sponsored by Union Bank Staff Association U.P. on behalf of S. C. Agrawal.

3. The case of the concerned workman S. C. Agrawal is that he was appointed as clerk on 10-10-72, later on he was promoted w.e.f. 2-9-82 as Special Assistant. He was posted at Aligarh Branch with effect from 1-7-86. According to Bipartite Settlement (for short BPS) Special Assistant is required to pass cheques upto Rs. 10,000 and to clear transfer cheques upto Rs. 25000/-. This ceiling has been

subsequently raised upto Rs. 10000/- for independent passing cheques upto Rs. 25000/. According to clause 9.11 of BPS dated 19-10-65 award staff is entitled for officiating allowance in case he is required to perform duties of higher cadre for period of 10 or more. Later on this period has been reduced to 7 days. The opposite party bank has been taking work of passing cheques independently as well as jointly with an officer, for the amount above than those specified in the Bipartite Settlement. This work was of post higher than that of special assistant. Hence, the concerned workman is entitled for officiating allowance.

4. The opposite party bank has filed reply in which it has been alleged that the concerned workman has not been required to perform duty of any higher post at all, hence he is not entitled for any officiating allowance. As regards the relevant para of Bipartite Settlement as referred by the workman in the claim statement, the correctness of the same has not been disputed.

5. In the rejoinder nothing new has been alleged. Thus the only point which needs consideration is as to whether the concerned workman was required to perform duty of higher post than that of special assistant. In this regard the evidence of Suresh Chandra Agrawal W.W.1 will be relevant. In his evidence he has stated that his limit for passing cheque is for Rs. 25000/- whereas he has been required to pass cheques for a crore. He is doing this job w.e.f. 1-7-86. In his cross examination he has stated that he has claimed officiating pay on the basis of circular dated 21-7-86. In the end he has admitted that withdrawal forms which were for the amount over Rs. 25000/- were first cleared by him and were later on signed by officer. He has further clarified that he used to do only clearing and transfer work and he did not pass cheque. Thus from the own admission of the concerned workman is obvious that he had not been doing any work independently in respect of clearance of cheques for over Rs. 25000/-. Further I think that the allegations in the claim statement are vague. He ought to have given certain particulars to show that how many days he was required to perform duties of higher post. In his absence his claim is vague.

7. Accordingly my award is that the management was not taking work of higher nature from the concerned workman w.e.f. 1-7-86. Hence he is not entitled for special allowance. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 20 जनवरी, 1998

कांअ० 354—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबन्धन के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 19-1-98 को प्राप्त हुआ था।

[सं० एन०-12012/290/94-आई० अ० 7०-बी-II]

सनातन, डेस्क अधिकारी

New Delhi, the 20th January, 1998

S.O. 354.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 19-1-98.

[No. L-12012/290/94-IR(B-II)]  
SANATAN, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 18 of 1995

In the matter of dispute :

BETWEEN :

Dy. General Manager,  
Union Bank of India,  
Kapoorthala Complex,  
Aliganj Lucknow.

AND

P. K. Tiwari,  
State Vice President,  
Union Bank Staff Association,  
362 Nai Basti Sitapur U.P.

APPEARANCES :

P. K. Tiwari—for the Union and M. L. Agrawal—for the Management.

## AWARD

1. Central Government, Ministry of Labour, vide its notification No. L-12012/290/94/I.R. B-2 dated 12 January, 1995 has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of Union Bank of India Lucknow in imposing the punishment of stoppage of one annual increment permanently on Sri Lal Singh, clerk-cum-cashier vide their order dated 27-1-1992 is legal and justified? If not, to what relief is the said workman entitled?

2. The concerned workman was admittedly posted as Token clerk at Aligarh Branch of the opposite party Union Bank of India, whereas Subhash Chandra was posted as Daftari at this very branch. One Gulab Singh was having saving bank A/c No. 10338 in this branch. The concerned workman was issued chargesheet dated 15-10-90 which reads as under :—

It has been reported against Sri Lal Singh that while working as a Token clerk at Khurja Branch on 31-1-89 he has in collusion with Sri Subhash Chand, Daftari of Khurja Branch committed a fraud of Rs. 2000 in the S/b Account No. 10338 of Sri Gulab Singh. The details of the same are as under :—

On 31-1-89, Sri Lal Singh while working as a Token clerk at the branch filled withdrawal slip for Rs. 2000/- in the aforesaid account given to him by Sri Subhash Chand on which Sri Subhash Chand has put his own thumb impression on front and reverse side. Sri Lal Singh also scrolled the said withdrawal form subsequently Sri Subhash Chand cancelled the withdrawal slip by forging cancellation or Sri Neeraj Rastogi and also forging the initials of Sri P. P. Bhatnagar Branch Mgr. for allowing the payment to be made without pass book. Further after the payment was made by head cashier Sri Lal Singh also wrote on the reverse of the withdrawal form as—

He thus tampered with the bank records.

The aforesaid act and omission on the part of Sri Lal Singh constitute the following misconduct and he is hereby charged of the same.

Gross Misconduct.—Doing act prejudicial to the interest of the bank (2) Wilful damage to the property of the bank and its customer.

One R. S. Vashishtha was appointed enquiry officer. He submitted his report dated 25-6-91 holding that charge was proved. The disciplinary authority ordered for stoppage of two annual increments with cumulative effect vide order dated 26-6-91 by way of punishment. However in appeal this punishment was reduced to stoppage of one increment with cumulative effect by the appellate authority. Still the concerned workman did not feel satisfied hence he has raised the instant industrial dispute.

4. In the claim statement it was alleged that the enquiry was not fairly and properly held against him. Further he had no hand in this forged withdrawal at all. He has been falsely roped in for protecting the interest of Neeraj Rastogi, the then accountant who was responsible for it.

5. In the written statement it is alleged that enquiry was fairly and properly held. The concerned workman had colluded with Subhash Chand in these forged withdrawals.

6. In the rejoinder nothing new was alleged.

7. On the pleadings of the parties a preliminary issue regarding fairness and propriety of domestic enquiry was framed. Vide finding dated 8-8-97 it was held that enquiry was not fairly and properly held as the enquiry officer while accepting the version of the management had relied upon the report of hand writing expert as well which was never produced in the course of evidence. Any way the management was given opportunity to prove the misconduct on merits.

8. Thereafter, the management examined Ravishanker Pandey, Branch Manager, M.W. 1 and has also relied upon Ext. M-1 withdrawal form. In rebuttal the concerned workman Lal Singh, WW1 has examined himself.

9. In my opinion a bare perusal of chargesheet would go to show that the concerned workman had not committed any misconduct at all. It is alleged that he had filled the withdrawal form and had further made entries in the scroll. In my opinion, these two alleged acts in no way would amount to collusion. Had he forged signatures of Gulab Singh or had made any attempt to persuade the passing authority to clear the cheque then certainly that would have been a strong circumstance to prove that there was a collusion of this person alongwith with Subhash Chand. In my opinion simply filling of withdrawal form is not enough as not very unoften such form are filled at the behest of the account holder. Similarly filling of scroll would also have been done in the regular course of business. In my opinion, the evidence of account holder Gulab Singh and Neeraj Rastogi who had passed the cheque was necessary. They had not been examined. In its absence I have no hesitation in believing the evidence of Lal Singh that there was no collusion between him and Subhash Chand. What ever he had done it was done in a regular course of business.

10. Accordingly my award is that the concerned workman had no hand in this alleged forged withdrawal and he has been wrongly punished. As such the concerned workman will be entitled for pay which has been deducted because of punishment imposed upon him.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 20 जनवरी, 1998

का.घा. 355—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में ओ.एन.जी.सी. के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-1-98 को प्राप्त हुआ था।

[सं० एल-30012/2/92-आई आर(विविध)]

आई.आर. (सी-I)]

सनातन, डेस्क अधिकारी

New Delhi, the 20th January, 1998

S.O. 355.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. O.N.G.C. and their workman, which was received by the Central Government on 19-1-98.

[No. L-30012/2/92-IR(Misc.)/IR(C-D)]

SANATAN, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 53 of 1993

In the matter of dispute between :

The Chairman,  
Oil and Natural Gas Commission,  
Tel Bhawan,  
Dehradun.

AND

Rakesh Kumar Chauhan,  
S/o Late Chaman Lal Chauhan,  
55, Kanwali Road, Dehradun.

#### APPEARANCE :

V. K. Gupta for the Management and Neeta Mathur for the workman.

#### AWARD

1. Central Government, Ministry of Labour, vide notification No. L-30012/2/92-IR(Misc.) dated 14-6-93, has referred the following dispute for adjudication to this Tribunal—

Was the workman Sri Rakesh Kumar Chauhan S/o. Sri Chaman Lal Chauhan is a contract worker as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970? If not whether the action of the management of ONGC in terminating the services of workman w.e.f. 1-1-1991 is justified? If not, to what relief the workman is entitled to?

2. The case of the concerned workman Rakesh Kumar Chauhan is that he was engaged as attendant with the opposite party Oil and Natural Gas Commission on 1-5-85 and worked upto 31-12-1990 whereafter his services were terminated in breach of provisions of Section 25F of I.D. Act. It is alleged that the work which he was performing was of permanent nature and post was also of permanent nature.

3. The opposite party has filed reply in which it has been alleged that the concerned workman was a contract labour. He was not the employee of the opposite party Oil and Natural Gas Commission. During January 85 and April 1988 he worked for 24 days and 37 days respectively. He did not work in the year 1989 at all. Further in none of the year he had completed 240 days in a year. He left the job of his own, after working for 17 days in November 1990.

4. In the rejoinder it has been alleged that the concerned workman did not work as a contract labour.

5. The first point which needs consideration is as to whether the concerned workman was a contract labour or direct employee of the opposite party management.

6. In support of his case, the concerned workman Rakesh Kumar, WW1 has stated that he was engaged as attendant and he worked upto 31-12-91 and had completed 240 days. In his cross-examination he has denied that he was an employee of Mohd. Ali, Contractor. He has further denied that he had worked for 17 days in the month of November, 1990. He has also denied the suggestion that he had left the job of his own.

7. Mohan Singh, Dy. Manager, P.W.1 has stated that the concerned workman was contract labour. It will be evident that the management had not filed the agreement according to which Mohd. Ali can be said to be a contractor of the opposite party. Rather the concerned workman has filed certified copy of judgment of Civil Misc. Writ Petition No. 23588 of 1987 of Hon'ble Allahabad High Court in which Mohd. Ali was also a party and it was held that Mohd. Ali was an employee of ONGC opposite party. This judgment also belies the version of the management that the concerned workman was a contract employee. The authorised representative for the management has drawn my attention to the award given by this tribunal in I.D. No. 8 of 1992 Mahendra Prakash versus ONGC dated 16-9-95 in which relying upon the case of Dinanath it has been held that Mahendra Prakash was a contract employee hence he was not an employee of the opp. party. It may be mentioned that later on this judgment of Dinanath case have been over ruled, in the case of Air India Statutory Corporation versus United Labour Union 1997(76) FLR 117. In this way reasons given by this tribunal in the above mentioned case no longer hold good. Accordingly this award will not serve any purpose.

8. Apart from this there are Exts. W-1 to W-13 and W-22 to W-25 which go to show that the concerned workman was working in purchase division, as well as finance division. Further the management has filed Exts. M-1 to M-42 vouchers to show that the concerned workman was paid wages through Mohd. Ali, Contractor for doing job work. In the absence of any agreement between Mohd. Ali and ONGC and further because of finding of Hon'ble High Court holding that Mohd. Ali is an employee of ONGC, the case of the opposite party that the concerned workman was a contract labour is not correct. Accordingly this case of the opposite party is not accepted. Admittedly the concerned workman has worked at various places hence I believe the evidence of the concerned workman that he was engaged as attendant. The concerned workman has stated that he had worked for more than 240 days in a year and he has not been paid retrenchment compensation and notice pay. There is no evidence in rebuttal, hence I accept it.

9. Accordingly my award is that the concerned workman is a direct employee of the opposite party and not a contract labour. Further there has been breach of provision of Section 25F of I.D. Act in terminating the services of the workman hence he will be entitled for reinstatement with back wages at the rate at which he was getting wages at the last time.

31-12-1997.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 जनवरी, 1998

का.आ. 356.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, राजकोट के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-98 को प्राप्त हुआ था।

[सं. एल-12012/68/92-आई आर (बी-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 22nd January, 1998

S.O. 356.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Rajkot as shown in the Annexure, in the In-

dustrial Dispute between the employers in relation to the management of Bank of India, and their workman, which was received by the Central Government on 21-1-1998.

[No. L-12012/68/92-IR(B-II)]  
SANATAN, Desk Officer

## ANNEXURE

BEFORE SHRI H. S. MEHTA,  
Industrial Tribunal (1), RAJKOT

REF. (ITC) No. 5/92

BETWEEN

Manager,  
Bank of India,  
5th Floor,  
Bank of India Bldg.,  
Bhadra,  
P. B. No. 8,  
Ahmedabad-380 001.

AND

Kanaiyalal G. Vania,  
Harijan Vas,  
Near Shanti Rathi Oil Mill,  
Board (Distt. Bhavnagar).

## AWARD

The industrial dispute between the afore-said parties has been referred to this tribunal by the Government of India, vide Order No. L-12012/68/92/IR. B.2 dated 1-9-1992 of the Desk Officer, Ministry of Labour, New Delhi.

The dispute relates to the demand which reads as under :—

“Whether the action of the management of Bank of India, Botad Branch, Ahmedabad in dismissing Shri Kanaiyalal G. Vania from the service of the Bank w.e.f. 15-9-1986 (as per Corrigendum dated 27-8-93) is justified? If not, to what relief is the workman entitled?”

In this case parties are duly served with notice. They have filed their respective pleadings. At the time of hearing of this matter before the Tribunal the concerned workman is not present. Shri D. C. Joshi, learned Advocate for the Bank gave pursish Ex. 6 stating that the matter is pending for recording evi-

dence of the workman but he is not remaining present, hence this reference should be dismissed.

I have considered the submission, of Shri Joshi. I have also gone through the record of the case. The matter is pending since long for the evidence of the workman. The workman has been given sufficient opportunity to lead his evidence, but he has failed to do so. Under the circumstances, I am of the opinion that the reference should be dismissed for want of prosecution. I therefore pass the order below :

### ORDER

Reference is dismissed for want of prosecution. No order as to cost.

Rajkot, dated 15-12-1997.

H. S. MEHTA, Industrial Tribunal (I)

नई दिल्ली, 27 जनवरी, 1998

को.अ. 357.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूची में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोक्ता और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-1-98 को प्राप्त हुआ था।

[सं. एल-17011/22/89-आई. आर. (बी-2)]  
मनातन, डेस्क अधिकारी

New Delhi, the 27th January, 1998

S.O. 357.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India and their workman, which was received by the Central Government on 23-1-98.

[No. L-17011/22/89-IR(B-II)]  
SANATAN, Desk Officer

### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No 230 of 1989

In the matter of dispute between :  
Shyam Lal,  
C-64, Indira Nagar,  
Lucknow.

### AND

The Divisional Manager,  
Life Insurance Corporation of India,  
30, Hazratganj, Lucknow.

### APPEARANCES :

Sardar Amrik Singh—for the Management, and  
Kumari Neeta Mathur—for the Union.

### AWARD

1. Central Government, Ministry of Labour, vide its notification No. L-17011-22/89/IR, Bank.I dated 27-9-89, has referred the following dispute for adjudication to this Tribunal—

Whether the Divisional Manager, Life Insurance Corporation of India, Lucknow was justified in dismissing Shri Shyam Lal, Development Officer w.e.f. 26-6-96 ? If not, to what relief the workman entitled ?

2. There is no dispute that the concerned workman Shyam Lal was working as Development Officer at Sandila in district Haridwar of the opposite party Life Insurance Corporation of India. He was issued a chargesheet dated 17-9-84 comprising of 7 charges, he was further issued a chargesheet dated 17-6-85 comprising of 2 charges. The respective copies of the two chargesheets are appendices I and II of this Award. One Umesh Behari an officer of the opposite party was appointed enquiry officer. Because of reluctance of the concerned workman the enquiry proceeded ex-parte and enquiry report was ultimately submitted on 23-5-86 in respect of both the chargesheets. It was held that charges were proved. Accordingly the concerned workman was awarded dismissal by way of punishment, after issuing usual show cause notice. Feeling aggrieved the concerned workman has raised the instant industrial dispute.

3. In the claim statement the fairness and propriety of domestic enquiry was challenged. It was also alleged that he had not committed any misconduct as formulated in the two chargesheets. It was further alleged that these chargesheets have been issued with mala-fide intention.

4. The opposite party maintained the enquiry was fairly and properly held and that the concerned workman had actually committed the various acts of misconducts as framed in the two chargesheets. By way of amendment after the preliminary issue regarding domestic enquiry was decided against the management, they have pleaded that the concerned workman does not fall in the definition of workman.

5. In the rejoinder nothing new has been alleged.

6. On the pleadings of the parties preliminary issue regarding fairness and propriety of domestic enquiry was framed. This Tribunal vide finding dated 8-5-96 held that enquiry was not fair and proper on the ground that enquiry officer had not acted independently. Thereafter, the management was given opportunity to prove the misconduct on merits. At this stage the objection of the management regarding the concerned workman not being a workman may be taken up. It was maintained that the concerned workman does not perform the duties of any clerk. The authorities representative of the management also maintained that the concerned workman falls in the definition of officer. In support of this contention the management has referred the case of S. K. Verma versus Mahesh Chandra and others 1984. (SC) 1462, the Hon'ble Supreme Court was pleased to hold that Development Officers of Life Insurance Corporation of India were actually workman. In the case of H. R. Advanithaya versus Sandoz (India) Ltd. (SC) 2608 AIR a question arose before the Hon'ble Supreme Court that as to whether medical representatives were workmen or not. While dealing with this matter Hon'ble Supreme Court had also observed that as the judgement in the above mentioned case was not rendered keeping in view the observations of May and Banker's Case AIR 1967 SC 678, Whimco AIR 1964 (SC) 472 and Burma Shell case 1971 (SC) 922 AIR, it was observed that this judgement was per incuriam. As such it is maintained by the authorised representative of the management that development officers of LIC of India are not workman. In this case at no place it was held that such development officers are not workmen. Rather it was required from Labour Tribunal to record finding on such point. There is one fact which is not denied by either of the parties. This fact is that development officer do get BONUS. In my opinion, this is a strong sine

qua non of a workman and on this basis alone. Further it is to be noted that in the officers category of the opposite party Assistant Administrative Officer has been considered to be the juniormost officer. Such officers are also promoted from Development Officers. Thus by process of termination the concerned workman would not fall in the category of officer. The authorised representative of the LIC has referred to the evidence of D. K. Srivastava, Branch Manager, M.W.5 to throw light on the nature of job performed by the concerned workman which fact has been corroborated by the W.W. 3 A. K. Sachdeva. I think in such a case oral evidence is of no consequence as the nature of work performed by the development officer can be considered on the basis of duties which he is supposed to be performed according to rules. He as said earlier this oral evidence is of no consequence. The duties of development officers have been given in details in the judgment of S. K. Verma (supra). Thus it leads one conclusion that the opposite party management has got control over the functioning of a development officer. Exercise of control by the management is a strong indicia for holding certain officer/person is a workman. Thus I come to the conclusion that development officer is workman on the ground that he gets incentive, his activities are controlled by the management and that he does not exercise any control over his juniors. The authorised representative of the management has referred to certain judgement of CGIT Cum LC, New Delhi. I have gone through them. Respectfully I am unable to shore the conclusion of the learned Presiding Officer for the simple reason that ruling in which reliance has been placed is of the point. In the leading case Hon'ble Supreme Court has simply held that judgment of S. K. Verma was **inpercurium** and as such was **not binding**. In other words the matter was left open for the labour Tribunal as to whether development officers of the LIC of India in the light of the leading case referred to in that judgment.

7. In view of above discussion it is held that development officers of Life Insurance Corporation of India is workman as envisaged under section 2(s) of I.D. Act.

8. Now, it is to be examined as to what extent charges have been proved by the management before this Tribunal. At the outset it may be mentioned that the management has adduced evidence in respect of both the charges of chargesheet dated 17-6-85. Further it has adduced evidence in respect of charge No. (1) (a)(b)(c) of chargesheet dated 17-9-84. With regard to the remaining six charges of this chargesheet it was conceded that the management has not adduced any evidence. Further a bare perusal of charges 5 to 7 of chargesheet dated 17-9-84 would reveal that they are vague. Thus to be precise this Tribunal is required to record finding on charges 1 and 2 of chargesheet dated 17-6-85 and charge No. 1(a), (b) and (c) of chargesheet dated 17-9-84.

9. The substance of two charges as given in chargesheet dated 17-6-85 is that one Surendra Kumar Dubey, Advocate of Haridwar was having LIC policy. He had asked for loan on the basis of this policy through the concerned workman. The concerned workman after realising the cheque deposited the amount in his account and in this way he himself misappropriated the loan amount. Further he had forged a letter of authority for deduction of Rs. 933.80 paise from the loan towards premium. In support of this version the management has examined the victim Sri Surendra Kumar Dubey, Advocate M.W.-1. He had stated that against his policy he had applied for loan for construction of house through the concerned workman. As the delay was being caused he had instructed the concerned workman to not follow the matter further. He had also asked for the return of loan application and policy. The concerned workman informed that policy was lost and he would get a duplicate prepared. He had given Rs. 884 as premium to the concerned workman for deposit for which no receipt was given. Later on duplicate policy and loan application form was not given to him. Subsequently he came to know that the concerned workman had obtained Rs. 5000/- as loan and got deposited the same in his account. In his cross-examination he has admitted the signatures on loan application Ext. M-133. In his cross-examination he has denied the suggestion that loan application form and policy was returned to him by the concerned workman.

10. In rebuttal the concerned workman Shyam Lal W.W.1 has stated that the concerned workman had applied for loan through him for construction of house. He was also given

a letter of authority by the concerned workman for bringing the cheque. After obtaining the cheque from LIC Office he had given the amount of cheque to him and the cheque was deposited in his account on the request of the S. K. Dubey. It is further stated that S. K. Dubey was in dire need of money therefore he had intreated the concerned workman to give money in cash to him and deposit the cheque in his own account. He had obtained receipt for cash payment.

11. Rajjan Lal W.W.2 had entered in the witness box to prove the receipt Ext. W-7 which was given by Surendra Kumar Dubey to concerned workman in lieu of money.

12. From the above scrutiny of oral and documentary evidence it becomes admitted case of parties that Surendra Kumar Dubey did apply for loan for house construction through the concerned workman and the concerned workman had obtained a cheque for Rs. 5000/- from LIC in this regard on behalf of Surendra Kumar Dubey. Disagreement commences from this stage. The concerned workman as stated that on the request of S. K. Dubey he had deposited the cheque in his account and had paid its consideration in cash to Sri S. K. Dubey and receipt Ext. W-7 was obtained. Surendra Kumar Dubey denies it. I am not inclined to believe the version of the concerned workman in this regard. It appears to me that receipt Ext. W-7 has been prepared for the purposes of the case. Had he obtained the cheque in good faith he would have handed it over to Sri Surendra Kumar Dubey in whose name cheque stood. The plea that Surendra Kumar Dubey was in need of money appears to be after thought. Hence my finding is that the concerned workman had misappropriated the loan amount and this amount was not given to Surendra Kumar Dubey. Hence both the charges as given in chargesheet dated 17-6-85 are proved.

13. With regard to charge no 1(a)(b) and (c) of chargesheet dated 17-9-84 is that he had collected a sum of Rs. 921/- from Vishambhar Dayal as premium and had issued a forged receipt. Further the abovementioned amount was deposited towards payment of premium in the policy of Umakant Gupta. Lastly it was alleged that he had removed all the papers connected with this forgery. To prove this misconduct the management has examined Vishambhar Dayal Gupta, M.W.2. He had stated that he had paid Rs. 921/- to the concerned workman and receipt was given to him which is Ext. M-28. Later on he came to know that this amount was not deposited towards his policy. In his cross-examination he has stated that this policy was in the name of his minor son. His son-in-law is not employed in LIC. Ram Chander Yadav M.W.3 is a cashier and has stated that he had not issued receipt ext. M-28. He has further stated that this receipt is forged. Gyan Prasad M.W. 4 too has stated that he had not issued receipt Ext. M-28. On the other hand Shyam Lal W.W.1 has stated that he had not done any work in connection with insurance of Vishambhar Dayal. He had not given any receipt to Vishambhar Dayal. Further he had stated that there is another Shyam Lal who works as agent under him and insurance policy business. The policy in question of Vishambhar Dayal was got formalised by him. Having gone through the evidence of the management it is not borne out that receipt Ext. M-28 was forged by the concerned workman. Further as the papers in connection with completion of policy matter have not been filed, it is not established that actually concerned workman had got this policy matter performed. In its absence, I am of the view that charge in this regard is not proved.

14. As a result of above discussion it will be evident that none of the charges of chargesheet dated 17-9-84 stands proved. Whereas charges as contained in chargesheet dt. 17-6-85 stands proved.

15. As regards the quantum of punishment it may be noted that the concerned workman has already attained the age of superannuation and the misconduct of one chargesheet have not been found to be proved. Further the amount is not much. Hence I think denial of back wages by way of punishment would suffice ends of justice.

16. Accordingly my award is that dismissal of the concerned workman is not justified. Instead by way of punishment the concerned workman is denied half of the back wages. He will be entitled for remaining half wages together with all retiral benefits.

17. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

#### APPENDIX I

#### LIFE INSURANCE CORPORATION OF INDIA

Divisional Office : 'Jeevan Prakash', 30, Hazratganj,

P. B. No. 111, Lucknow-226 001

Tel No. ....

Tele : 'BIMAMANDAL'

#### PROCEEDINGS UNDER REGULATION 39 OF L.I.C. OF INDIA (STAFF) REGULATIONS, 1960

IN THE MATTER OF SHRI SHAM LAL, DEVELOPMENT OFFICER, CODE NO. 6123 (UNDER SUSPENSION) L.I.C. OF INDIA, SANDILA UNDER HARDOI BRANCH

#### CHARGE SHEET

You, Shri Sham Lal, Development Officer (under suspension), L.I.C. of India, Sandila under HarDOI Branch are hereby charged for the following:—

1. (a) That you had unauthorisedly collected cheque No. 083216 dated 23-8-1983 drawn on State Bank of India, Sandila for Rs. 921/- only from Shri Bishambhar Dayal Gupta, Proposer under Policy No. 48352531 fvg. Shri Madan Gopal Gupta. Life Assured towards premium amount of Rs. 921.80 for due date August, 1983 and in return managed to send him the printed premium receipt of the Corporation for the like amount with forged signatures of the Cashier and Supervisor placed thereon. You had managed to remove this receipt from the Branch Office, HarDOI.
- (b) That you instead of depositing the above said cheque towards the above policy, deposited it at the HarDOI Branch fraudulently appropriating it towards repayment of policy loan and interest under another Policy No. 27930825 favouring Shri Uma Kant Gupta, from whom you had collected amounts in cash on various dates towards repayment of loan and payment of interest and also instalments of premium due from time to time. These amounts collected by you were misappropriated by you. In order to partly compensate this party, you had not only fraudulently utilised the above cheque issued by Shri Bishambhar Dayal Gupta but also lodged another cheque No. 215416 for Rs. 304/- drawn on State Bank of India, Sandila by your son Shri Raj Kumar Kathuria. Even upto this date, you have not deposited the premium amount of Rs. 1142.20 under the above policy for due dates September '80 and September '81 collected by you.
- (c) In order to cover up misappropriation and to mislead the said policy holder/Life Assured as per (a) above, to a false satisfaction that the Policy is in force, you secured the official receipt for premium due in August, 1983 under the above said Policy No. 48352531 by depositing a fake cheque no. 167590 dated 1-5-1984, drawn on Bareilly Corporation Bank Ltd., Lucknow for Rs. 1014.50 which was dishonestly shown to have been signed by one Shri Madan Lal Gupta. In fact, this cheque leaf was taken out of the Cheque book issued to one of your Agents, Shri Shri Dhar Tewari, Agent Code No. 2381216/217. In order to ensure that the aforesaid Policy holder/Life Assured does not get the information about the fraud committed by you, you had, using your usual modus operandi of unauthorisedly removing from the branch office such cheque dishonoured advice under despatch to the Policy holder, tried to get back the letter addressed to the Policyholder giving cover to the dishonoured advice but due to interception thereof by the Divisional

Authorities this time the exercise was futile. In the meantime, you got sent to the Branch Office a bogus letter dated 12-5-84 purportedly written by the Life Assured asking for the return of the dishonoured cheque claimed to have been inadvertently issued by him, simply to get back the aforesaid cheque and to destroy evidence available to the Corporation.

2. (a) That you had unauthorisedly collected cheque no. 13024 dated 29-8-1983 for Rs. 2,631/- drawn on Bank of India, Sandila, from Shri Ganga Saran Gupta towards yearly premium due August, 1983 under his Policy No. 28119445 and in turn managed to send him the printed renewal premium receipt for the like amount after having it moved from the Branch Office, HarDOI and in utter breach of faith, you never deposited this cheque in his aforesaid policy account.
- (b) That you had collected the cheque No. 23219 on Bank of India, Sandila for Rs. 2,124/- from another policyholder namely Shri Ganga Ram towards premium due September, 1983 under his Policy No. 57429682 and in utter breach of faith, you never deposited this cheque in his aforesaid policy account.
- (c) That the above said two cheques for Rs. 2,631/- and Rs. 2,124/- as per items (a) and (b) above given to you by the policyholders were fraudulently got appropriated by you towards part premium under fresh proposal on the life of Shri Munne, S/o Shri Hinga, resident of Mohalla Mandal, P.O. Sandila, Distt. HarDOI (U.P.) and in order to make-up the total first premium amount of Rs. 4,795/- you had deposited the balance amount of Rs. 40 in cash. This proposal resulted in Policy No. 57555722 under your organisation and in the Agency of Shri P. N. Pande, Agency Code No. 2864217. The total amount of Rs. 4,795/- was collected in cash by you from Shri Munne and amount to the extent of Rs. 4,755/- was misappropriated by you.
- (d) The above case, besides others was placed under the Agency of above-named Shri P. N. Pande which was being operated by you as a Benami Agency and in this case of Shri Munne, the Agent's Confidential Report contained forged signatures of the Agent. All the proposal papers including Agent's Report have been completed by you and the party was also introduced to the Medical Examiner by you. The dues of the Agent under this Policy besides the commission towards first premium commission and renewal commission were managed to be collected by you and credited to A/C No. 3534 maintained with Kashi Nath Seth Bank Ltd., HarDOI in the name of Shri P. N. Pandey but being fraudulently operated upon by you.
- (e) That under above Policy No. 57555722 you had collected in cash an amount of Rs. 4,795/- on 30-4-1984 from Shri Munne towards premium for second yearly instalment due April, 1984. This entire amount of cash collected from the aforesaid policyholder was misappropriated by you. In order to cover up this fraud and misappropriation and mislead the Life-Assured, you obtained printed official receipt from Branch Office, HarDOI, by depositing a forged and fake cheque No. 041784 drawn on Kashi Nath Seth Bank Ltd., HarDOI for Rs. 4,795/-. The aforesaid cheque is shown to have been drawn by Shri Munne who was not the holder of the said bank accounts. In fact, this cheque-leaf was taken out of the cheque book issued by the said bank to Shri Shyam Das Sharma, one of the Agents under your organisation and for which Shri Sharma had already lodged a report with the bank to the effect that the aforesaid cheque book is missing.
3. (a) That you had collected cheque No. 537928 dated 12-2-1983 for Rs. 1,580 towards yearly premium due March '83 under Policy No. 57456897 from Shri S. Ahmad, Life Assured and in utter breach of



trust, you never deposited this cheque towards the aforesaid policy of Shri Ahmad.

- (b) That you had in order to mislead Shri Ahmad, obtained the printed official receipt from Branch Office, Hardoi by depositing a forged and fake cheque no. 308238 drawn on State Bank of India, Sandila, for Rs. 1,580/- towards yearly premium due March, 1983 under the said policy and this cheque was dishonoured.

- (c) That you fraudulently got appropriated the above cheque as per item (a) above, towards fresh proposal, resulting in Policy No. 57513716 on the life of Shri Jakir, S/o Shri Chotta, Village Gaddin Khera, P.O. Lomaman, Distt. Hardoi. To make up the total first premium of Rs. 1,842.80 you had deposited the balance amount of Rs. 262/- in cash. The total amount of Rs. 1,842.80 was collected by you in cash from Shri Chotta and the amount to the extent of Rs. 1,580.80 was misappropriated by you.

- (d) That you secured from the above policyholder (Shri Ahmad) a letter in Hindi by misrepresentation and dishonesty, stating that he had not paid his premium due March '83. On being contacted, the Policyholder has confirmed in writing that he signed the letter without knowing the contents of the letter as he did not know Hindi.

4. (a) That you had collected a cheque no. 4701 drawn on Bank of India, Sandila for Rs. 350 from Dr. Buddha Prasad under Policy No. 57429617 towards half-yearly premium due November, 1983.

- (b) That you had in order to mislead said Dr. Buddha Prasad obtained official receipt from Branch Office, Hardoi by depositing forged and fake cheque no. 217484 drawn on State Bank of India, Sandila for similar amount towards half-yearly premium due November '83 on 27-12-1983 and the same was dishonoured.

- (c) The cheque as per item (a) above, was fraudulently got appropriated by you towards fresh proposal resulting in Policy No. 57555246 on the life of Shri R. R. Vaish. To make up the total first premium of Rs. 831/- you had deposited a cheque for Rs. 283/- from another account. Thus you misappropriated an amount of Rs. 550/- which was collected by you in cash from Mr. Vaish.

5. You had in league with S/Shri Raj Kumar Kathuria, Ved Prakash, Kathuria, Amar Nath Miera, Shyam Das Sharma, Agent Code No. 3139217, Shri Shri Dhar Tewari, Agent Code No. 2381217 and other persons to cheat the policyholder and the Corporation of huge sums of money by acquiring cheque leaves issued in the name of above persons and presenting the cheques fraudulently made out to have been drawn by the policyholder from whom the cash has been collected and misappropriated by you as a result of this conspiracy and fraud.

6. That you had tampered with the records of the branch office and managed to collect the relevant cheque dishonoured advices alongwith forged dishonoured cheques either through delivery book or removed these personally so as to ensure that such advices about the cheques dishonoured bearing the forged signatures on cheque leaves of bank with which they had no account, do not come to their notice. This was done deliberately by you in order to avoid policyholders' coming to know about the misappropriation of amount collected by you in cash from them.

7. That you had cheated the following Agents by fraudulently collecting cheques drawn by branch office in their favour in payment of commission due to them from time to time and misappropriating the amounts. Particulars of such Agents are as under :—

(1) Shri Shri Dhar Tewari, Agent Code No. 2381216/217.

(2) Shri Shyam Nand Tewari, Agent Code No. 2211216/217.

(3) Shri Chail Behari Misra, Agent Code No. 2441216/217.

That by your above referred to acts, you have committed utter breach of faith, misappropriation of the Corporation's money, with the mala fide intention of causing financial loss by practising fraud upon the Corporation and thereby acting in a manner prejudicial to good conduct. You have also failed to serve the Corporation honestly and faithfully and thereby violated the provisions of Regulations 21, 24, 39(1) of the LIC (Staff) Regulations, 1960, for which misconduct any one or more of the penalties, under Regulation 39(1) (a) to (g) may be imposed upon you.

You are hereby directed to state whether you admit the charges mentioned above. If you do not admit the charges, you are directed to put in your written statement together with such documents as you may rely on in support of your evidence within 15 days from the date of receipt of this charge-sheet. You are further directed to state whether you desire to cite any witness or witnesses, in which case the name/s, designation/s and address/es of such witnesses should be furnished indicating the nature of evidence which is intended to prove or disprove the case, so as to enable the undersigned to decide whether you should be permitted to produce such witness or witnesses at your own cost.

In case your written statement, as mentioned above, is not received within the period stipulated, further proceedings shall ensue without any reference to you.

Dated at Lucknow this 17th day of September, 1984.

Sd/- Illegible  
Divisional Manager

Shri Sham Lal,  
Development Officer,  
(Under Suspension),  
Code No. 6123,  
I.C. of India,  
Sandila,  
Distt. Hardoi.

## APPENDIX II

### LIFE INSURANCE CORPORATION OF INDIA

Divisional Office—'Jeevan Prakash'

P.B. No. 111, Lucknow-226 001

### PROCEEDING UNDER REGULATION 39 OF L.I.C. OF INDIA (STAFF) REGULATIONS, 1960

### IN THE MATTER OF SHRI SHAM LAL, DE- VELOPMENT OFFICER, CODE NO. 6123 (UNDER SUSPENSION), LIC, SANDILA UNDER HARDOI BRANCH CHARGE SHEET

You, Shri Sham Lal, Development Officer (Under Suspension), LIC of India, Sandila under Hardoi Branch, are hereby charged for the following :—

1. That Shri Surendra Kumar Dubey, Advocate, Hardoi handed over to you on 5th January, 1981 his original Policy Bond and other documents namely Form No.

3510, Form No. 5198, Form No. 5200 and Form No. 5196 (Revised) duly executed by him for raising loan under his Policy No. 28085649. However, up till this day the policy holder has not received any loan cheque from the office of the Corporation and whenever he asked you for return of the Policy Bond you had invariably evaded his query and getting fed-up with your evasive replied ultimately asked you to return his policy bond to which query you have been giving him false information and thus successfully dodged him during all this period.

2. Whereas in fact after taking charge of the Policy Bond and the loan papers referred to in Para 1 above from Shri Surendra Kumar Dubey you managed to take the delivery of the loan cheque on 30th January, 1981 from Shahjahanpur Branch Office where the said policy was being serviced then and fraudulently got the loan cheque No. 79/CZD 909185 dated 30th January, 1981 for Rs. 4671.20 paise drawn on Indian Bank, Shahjahanpur, credited to your own Current A/c with State Bank of India, Sandila. The total loan admissible being Rs. 5605 you had got an amount of Rs. 933.80 paise deducted from the loan amount by giving a letter of authority under the forged signatures of the policyholder Shri Surendra Kumar Dubey. The premium December, 1980 (Half Yearly) had also been collected by you from Shri Surendra Kumar Dubey and had misappropriated the same.

3. Whereas from the above it is evident that you had perpetrated fraud against the above policy holder and the Corporation and had acted in an absolutely fraudulent manner in utter disregard of your responsibility towards the policy holder and the Corporation and had misappropriated the entire amount.

That by your above referred to acts, you have committed utter breach of faith, misappropriation of the Corporation's money with the malafide and fraudulent intention of causing financial loss and thus had practised fraud against the Corporation and thereby acting in a manner prejudicial to good conduct. You have also failed to serve the Corporation honestly and faithfully and thereby violated the provisions of Regulations 21, 21, 39(1) of the LIC (Staff) Regulations, 1961, for which misconduct any one or more of the penalties, under Regulation 39(1)(a) to (g) may be imposed upon you.

You are hereby directed to state whether you admit the charges mentioned above. If you do not admit the charges, you are directed to put in your written statement together with such documents as you may rely on in support of your evidence within 15 days from the date of receipt of this charge sheet. You are further directed to state whether you desire to cite any witness or witnesses, in which case the names, designation/s and address/es of such witnesses should be furnished indicating the nature of evidence which is intended to prove or disprove the case, so as to enable the undersigned to decide whether you should be permitted to produce such witness or witnesses at your own cost.

In case your written statement, as mentioned above, is not received within the period stipulated further proceedings shall ensue without any reference to you.

Once copy of this Charge Sheet is being sent to you at your Sandila address (Under Certificate of Posting) and at your Lucknow address (under Registered Cover).

Dated at Lucknow this 17th day of June, 1985.

Sd/- Illegible

Divisional Manager

Shri Sham Lal,  
Development Officer,  
(Under Suspension),  
Code No. 6123,  
L.I.C. of India,  
Sandila,  
District Hardoi.

नई दिल्ली, 27 जनवरी, 1998

का.श्रा. 358.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-1-98 को प्राप्त हुआ था।

[एल-17012/35/89-आईआर बी-II]

समाप्त, डैस्क अधिकारी

New Delhi, the 27th January, 1998

S.O. 358.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of

Life Insurance Corporation of India and their workman, which was received by the Central Government on 23-1-1998.

[No. L-17012/35/89-IR (B-II)]  
SANATAN, Desk Officer

### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING  
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
PANDU NAGAR, KANPUR

Industrial Dispute No. 306 of 1989

In the matter of dispute :

### BETWEEN

Sri B. K. Shukla  
B.P. No. 248 Rafi Nagar  
Mughalsarai, District Varanasi.

### AND

The Zonal Manager  
LIC of India  
17/98 M.G. Marg  
Varanasi.

### APPEARANCE:

S. N. Tiwari—for the workmen and  
Amrik Singh for LIC.

### AWARD

1. Central Government, Ministry of Labour, vide its Notification No. L-17012/35/89-IR (B-II) dated 4-12-1989, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of LIC of India in imposing penalty of reduction of salary in respect of Sri R. C. Dubey, C. Tripathi, Nankoo Singh, D. K. Shukla, and N. K. Mishra Development Officers by three stage in their time scale of pay is justified? If not, to what relief the workmen concerned are entitled?

2. In this reference there are five workmen namely, C. Tripathi, R. C. Dubey, Nankoo Singh, D. K. Shukla and N. K. Mishra. All of them were working as Development Officers at various places in Varanasi Division. All of them were served with chargesheets separately dated 15-5-79 the copy of each are annexed herewith as Appendices 1 to 5. These chargesheets would go to show that they had obtained certain excess payments of incentive bonus and ACA by altering or causing to be altered FYPI (First Years Premium Income) in the years as shown in the chargesheets. They have further been charged for not bringing the fact of excess payments to the notice of the office for wrongful gain. It may be mentioned that prior to initiation of disciplinary proceedings these excess payments were deducted during the course of audit, consequently these excess payments were recovered from the salaries of the concerned workmen after lapse of about couple of years, these charge sheets were issued. One O. P. Bajaj ADM

(P&A) was appointed enquiry officer. In the case of C. Tripathi he submitted his report on 9-5-83, in the case of D. K. Shukla he submitted his report on 12-5-83. In the case of N. Singh, this report was submitted on 5-3-83, in the case of N. K. Mishra this report was submitted on 13-4-83 whereas in the case of R. C. Dubey this report was submitted on 30-3-83. Agreeing with this report all the concerned workmen were awarded reduction of salary by three stages in their respective time scale of pay by way of punishment. Feeling aggrieved they have raised the instant industrial dispute.

3. In the claim statement it was alleged that the enquiry was not fairly and properly held. It was further alleged that excess payment was not deliberately drawn by them and that no alteration in the form was caused by them in any manner. By way of amendment it was alleged that in any case these charges stood condoned by recovery of excess payment from their respective salaries.

4. In the written statement it was alleged that enquiry was held fairly and properly. The concerned workmen were actually involved in this foul game for financial game. By way of amendment it was alleged that in any case these development officers are not workmen as such this reference is incompetent. In any case it was alleged that as this reference is under Section 2-A of I. D. Act as such reference is bad in law. In the additional written statement it was denied that the misconduct culminating in the charge was condoned.

5. In the rejoinder it is denied that the concerned workmen are not workmen as defined by Section 2(s) of I. D. Act.

6. On the pleadings of the parties a preliminary issue regarding fairness and propriety of domestic enquiry was framed. This Tribunal vide finding dated 2-4-97 held that enquiry was not fairly and properly held, hence after setting aside this enquiry report the management was afforded opportunity to prove the misconduct on merits.

7. After this the management examined one R. K. Gupta, MW-1, retired Administrative Officer whereas on behalf of workmen Ram Chandra Dubey WW-1 was examined who has given evidence on behalf of all having personal knowledge about the rest of concerned workmen.

8. First it will be relevant to dispose of the legal objections raised by the management.

9. In the first place it was urged on behalf of the management that this reference being under Section 2-A of I. D. Act is bad in law as such reference deals with cases of dismissal or removal from service. In the instant case punishment is less than dismissal removal or discharge from service, hence reference under Section 2-A is bad. This contention is based on wrong presumption. A careful perusal of reference order would go to show that this reference is made under Section 10 of I. D. Act. Mention of sub-section 2-A has also been made which is a part of Section 10 of I. D. Act. Hence, it cannot be said that reference in this context is bad. Accordingly this contention is negated.

10. The second contention of authorised representative of the management is that the concerned workmen are not workmen as envisaged by Section 2(s) of I. D. Act. It may be mentioned that in the case of S. K. Verma versus Mahesh Chandra and others 1984 (SC) 1462, the Hon'ble Supreme Court was pleased to hold that Development Officers of Life Insurance Corporation of India were actually workmen. In the case of H. R. Adyantiya versus Sandoz (India) Ltd. (SC) 2608 AIR a question arose before the Hon'ble Supreme Court that as to whether medical representative were workmen or not. While dealing with this matter Hon'ble Supreme Court had also observed that as the judgment in the above mentioned case was not rendered keeping in view the observations of May and Baker's Case AIR 1967 SC 678, Whimco AIR 1964 (SC) 472 and Burmah Shell case 1971 (SC) 922 AIR, it was observed that this judgment was per incuriam. As such it is maintained by the authorised representative of the concerned workman that development officers of LIC of India are not workmen. In this case at no place it was held that such Development Officers are not workmen. Rather it was required from Labour Tribunal to record finding on such point. R. K. Gupta, MW-1 has given the details of duties of Development Officers of Life Insurance Corporation of India. For this purpose the duties as given in the appointment letter of Development Officers have also been referred to. On this basis it is maintained that the concerned workmen do not do any manual work, skilled or unskilled work, hence they are not workmen. They only perform supervisory duties. On the other hand R. C. Dubey has stated that these workmen do not do any administrative work, they have no control over other staff. There is one fact which is not denied by either of the parties. This fact is that Development Officers do get BONUS. In my opinion this is a strong sine qua non of a workman and on this basis alone, I come to the conclusion that Development Officers of Life Insurance Corporation of India are workmen as envisaged by Section 2(s) of I. D. Act. Accordingly this contention is overruled.

11. Next the contention of the authorised representative of the concerned workmen may be examined. There is no dispute that these excess payments were deducted during the course of audit inspection. Thereafter this amount was also got deducted from the salary of respective concerned workmen. It is urged on behalf of the concerned workmen that having done so and not proceeding further to initiate departmental proceedings it will be deemed that this misconduct was condoned after realising the excess payment. It is also revealed that these departmental proceedings were initiated subsequently by serving chargesheet dated 15-5-79. In my opinion, non initiation of departmental proceedings alongwith deduction of excess payment it cannot be said that the misconduct have been condoned. Accordingly this plea is overruled.

12. Now it will be seen if the misconducts have been proved by the management against these workmen. Charges Nos. (B) and (C) will be taken up first.

13. According to these charges the concerned workmen are alleged to have taken excess incentive bonus and ACA, the amount and details of years

have been shown in the respective charge-sheets. It is further alleged that the concerned workmen had access to record in form No. 4006 and was aware of the fact that excess payment has been taken but still it was not brought to the notice of the management. In this way this misconduct was committed for personal gain. R. K. Gupta M. W. 1 retired A. O. has stated that every year renewed income statement of development officer is prepared with the help of register No. 4006. The development officer can see this register. The concerned workman had knowledge about excess payment. Because of this excess payment their promotional chances are brightened. In his cross examination he has stated that first this statement is checked by Assistant and then appraisal report is prepared. For making payments first compilation of premium is made by Assistant and thereafter incentive bonus is prepared. For this purpose register No. 4006 is also prepared. In other words this work is done by Assistant.

14. On the other hand R. C. Dubey W. W. 1 has stated that in the past too excess payment some times was made and when it was deducted it was got realised. Such excess payments used to be made because of arithmetical mistakes. When later on deducted they were realised. There is no rebuttal of this fact. It is pertinent to note that such cases of excess payments were deducted in past and no action was taken. Taking into consideration this un rebutted evidence of concerned workmen I am of the view that these excess payment was made due to bonafide arithmetical mistake and there was no Mens rea. Hence my finding is that no doubt all the concerned workmen had got excess payments of incentive bonus and ACA but there was no malafide intention. Consequently my further finding is that concerned workmen had not made any interpolation or manipulation in preparation of First Years Premium Income. Hence, these charges are not proved.

15. As regards charge no (A), I answer it against the management because of my finding on charges Nos. (B) and (C). The enquiry officer himself had held that charge (A) could be proved because of the fact that the concerned workmen had acted malafide in realising excess payment. When I have held that there was no malafide in getting excess payment question of altering first year premium income by the concerned workmen also does not arise. Hence this charge is also not proved.

16. In view of above discussions, it is obvious that all the charges are not proved. Consequently, the punishment awarded to all the concerned workmen is also bad in law.

17. Accordingly my award is that the punishment awarded to R. C. Dubey, C. Tripathi, Nankoo Singh, D. K. Shukla and N. K. Mishra Development Officers respectively by way of reduction of salary by three stages in their time scale of pay, by the management is bad in law and they will be entitled for all arrears of pay and consequential benefits as if this punishment was never imposed.

18. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer.

## CHARGE-SHEET

You, N. Singh, working as Development Officer at Ram Nagar under branch office Life Insurance Corporation of India, Moghalsarai are hereby charged as under :—

- (a) That you have altered or caused to have altered the figure of your FYPI for the appraisal year 1975-76.
- (b) That on the basis of the inflated amount of FYPI as referred to above, you obtained excess payments as detailed below :—

Appraisal year	Amount of Excess Incentive Bonus	Payment ACA
1975-76	Rs. 1137.20	Rs. 1010.59.

- (c) That you were aware that these payments were in excess since you had the copies of the machine statement and had access to the record on the register form No. 4006 but still you did not bring the fact of the excess payment to the notice of the office with deliberate intention of wrongful gain.
- (d) By your above referred acts you have failed to maintain absolute integrity and devotion to duty, acted in a manner prejudicial to the interest of the corporation thereby you have violated the provisions of Regulation 21, 24 and 39(1) of LIC of India (Staff) Regulation 1960 (as amended up to date) for which acts any one or more of the penalties as specified in regulation 30(1) (a) to (g) of the aforesaid can be imposed on you.

You are therefore, hereby directed to state in writing whether you admit that you are guilty of the charges aforesaid or if otherwise to submit your written statement, if any, together with such documents as you propose to rely upon in support of your statement within 10 days from the date of receipt of this charge-sheet.

You are further directed to state whether you desire to cite any witness/witnesses (in such case their names, designation and addresses should be furnished) indicating the nature of their evidence which is intended to prove or disprove the charges to enable the undersigned to decide whether you should be permitted to produce such witness/witnesses in your case.

If your written statement is not received within the period stipulated above, exparte decision shall be taken against you.

Dated at Varanasi this 15th Day of May, 1979.

Sd./- Illigible

Sr. Divisional Manager.

Shri N. Singh,  
Development Officer,  
LIC of India,  
at Ram Nagar P.O. Ram Nagar,  
District Varanasi.

## CHARGE-SHEET

You, Shri N. K. Mishra, working as Development officer at Chakia under branch office Life Insurance Corporation of India Moghalsarai are hereby charged as under :—

- (a) That you have altered or caused to have altered the figure of your FYPI for the appraisal year 1975-76.
- (b) That on the basis of the inflated amount of FYPI as referred to above, you obtained excess payments as detailed below :—

Appraisal Year	Amount of Excess Incentive Bonus	Payment ACA
1975-76	Rs. 454.17	Rs. 1122.96

- (c) That you were aware that these payments were in excess since you had the copies of the machine statement and had access to the record on the register form No. 4006, but still you did not bring the fact of the excess payment to the notice of the office with deliberate intention of wrongful gain.
- (d) By your above referred acts you have failed to maintain absolute integrity and devotion to duty, acted in a manner prejudicial to the interest of the corporation, thereby you have violated the provisions of Regulation 21, 24 and 30(1) of LIC of India (Staff) Regulation, 1960 (as amended upto date) for which acts any one or more of the penalties as specified in regulation 30(1) (a) to (g) of the aforesaid staff regulation can be imposed on you.

You are therefore, hereby directed to state in writing whether you admit that you are guilty of the charges aforesaid or if otherwise to submit your written statement, if any, together with such documents as you propose to rely upon in support of your statement within 10 days from the date of receipt of this charge-sheet.

You are further directed to state whether you desire to cite any witness/witnesses (in such case their names, designation and addresses should be furnished) indicating the nature of their evidence which is intended to prove or disprove the charges to enable the undersigned to decide whether you should be permitted to produce such witness/witnesses in your case.

If your written statement is not received within the period stipulated above, exparte decision shall be taken against you.

Dated at Varanasi 15th Day of May, 1979.

Sd./- Illigible

Senior Divisional Manager

Shri N. K. Mishra,  
Development Officer, LIC of India,  
Post Office Chakia,  
District Varanasi.

**CHARGE-SHEET**

You, Shri D. K. Shukla working as Development Officer, at Moghalsarai under branch office Life Insurance Corporation of India Moghalsarai are hereby charged as under :—

- (a) That you have altered or caused to have altered the figures of your FYPI for the appraisal years 1973-74, 1974-75 and 1975-76.

- (b) That on the basis of the inflated amount of FYPI as referred to above you obtained excess amounts as detailed below :—

Appraisal Years	Amount of Excess Incentive Bonus	Payment A.C.A.
1-5-73 to 30-4-74	Nil	Rs. 477.04
1-5-74 to 30-4-75	Rs. 222.04	Rs. 612.23
1-5-75 to 30-4-76	Rs. 286.17	Rs. 354.91

- (c) That you were aware that these payments were in excess since you had the copies of the machine statement and had access to the record on the register form No. 4006 but still you did not bring the fact of the excess payment to the notice of the Office with deliberate intention of wrongful gain.

- (d) That by your above referred acts you have failed to maintain absolute integrity and devotion to duty, acted in a manner prejudicial to the interest of the corporation thereby you have violated the provisions of Regulation 21, 24 and 39 (1) of LIC of India (Staff) Regulation 1960 (as amended upto date) for which acts any one or more of the penalties as specified in regulation 30(1) (a) to (g) of the aforesaid staff regulation can be imposed on you.

You are, therefore, hereby directed to state in writing whether you admit that you are guilty of the charges aforesaid or if otherwise to submit your written statement, if any, aforesaid together with such documents as you propose to rely upon in support of your statement within ten days from the date of receipt of this charge-sheet.

You are further directed to state whether you desire to cite any witness/witnesses (in such case their names, designation and addresses should be furnished) indicating the nature of their evidence which is intended to prove or disprove the charges to enable the undersigned to decide whether you should be permitted to produce such witness/witnesses in your case.

If your written statement is not received within the period stipulated above, ex parte decision shall be taken against you.

Dated at Varanasi this 15th day of May, 1979.

Sd./- Illigible,  
Senior Divisional Manager.

Shri D. K. Shukla,  
Development Officer,  
LIC of India,  
at Moghalsarai,  
Branch Office Moghalsarai.

**CHARGE-SHEET**

You Shri C. Tripathi working as Development Office at Saidraja branch office Life Insurance Corporation of India Moghalsarai are hereby charged as under :—

- (a) That you have altered or caused to have altered the figures of your FYPI for the appraisal year 1973-74, 1974-75 and 1975-76.

- (b) That on the basis of the inflated amount of FYPI as referred to the above you obtained excess payments as detailed below :—

Appraised years	Amount of Excess Incentive Bonus	Payment A.C.A.
1973-74	Rs. Nil	Rs. 113.73
1973-74	Rs. Nil	Rs. 94.36
1975-76	Rs. Nil	Rs. 1840.10

- (c) That you were aware that these payments were in excess since you had the copies of the machine statement and had access to the record on the register form No. 4006 but still you did not bring the fact of the excess payment to the notice of the Office with deliberate intention of wrongful gain.

- (d) That by your above referred acts you have failed to maintained absolute integrity and devotion to duty acted in a manner prejudicial to the good conduct and knowingly done things detrimental to the interest of the corporation, thereby you have violated the provisions of Regulation 21, 24 and 30(1) of LIC of India Staff Regulation 1960 (as amended upto date) for which acts any or more of the penalties as specified in Regulation 39(1) (a) to (g) of the aforesaid (Staff) Regulation can be imposed on you.

You are, therefore, hereby directed to state in writing whether you admit that you are guilty of the charges aforesaid or if otherwise to submit your written statement, if any, together with such documents as you propose to rely upon in support of your statement within ten days from the date of receipt of this charge-sheet.

You are further directed to state whether you desire to cite any witness/witnesses (in such case their names, designation and addresses should be furnished) indicating the nature of their evidence which is intended to prove or disprove the charge to enable the undersigned to decide whether you should be permitted to produce such witness/witnesses in your case.

If your written statement is not received within the period stipulated above, ex parte decision shall be taken against you.

Dated at Varanasi, this 15th day of May, 1979.

Sd./- Illigible

Senior Divisional Manager,

Shri C. Tripathi,  
Development Officer,  
LIC of India,  
at Saidraja (P. O.),  
District Varanasi.

#### CHARGE-SHEET

You Shri R. C. Dubey working as Development Officer at Moghalsarai under branch Office Life Insurance Corporation of India Moghalsarai are hereby charged as under :—

- (a) That you have altered or caused to have altered the figures of your FYPI for the appraisal year 1975-76.
- (b) That on the basis of the inflated amount of FYPI as referred to the above you obtained excess payment as detailed below :—

Appraisal Year	Amount of excess Incentive Bonus	Payment A.C.A.
1975-76	Rs. 661.28	Rs. 319.55

- (c) That you were aware that these payments were in excess since you had the copies of the machine statements and had access to the record on the register form No. 4006, but still you did not bring the fact of the excess payment to the notice of the Office with deliberate intention of wrongful.
- (d) By your above referred acts you have failed to maintain absolute integrity and devotion to duty, acted in a manner prejudicial to the good conduct and knowingly done things detrimental to the interests of the corporation, thereby you have goilated the provisions of Regulation No. 21, 24 and 39(1) of LIC of India (Staff Regulation, 1960 (as amended upto date) for which acts any one or more of the penalties as specified in Regulation No. 39(1) to (g) of the aforesaid (Staff) Regulations can imposed on you.

You are, therefore, hereby directed to state in writing whether you admit that you are guilty of the charges aforesaid or if otherwise to submit your written statement, if any, together with such documents as you propose to rely upon in respect of your statement within 10 days from the date of receipt of this charge sheet.

You are, further directed to state whether you desire to cite any witness/witnessess (in such case their names, designation and address should be furnished) indicating the nature of their evidence

which is intended to prove or disprove the charges to enable the undersigned to decide whether you should be permitted to produce such witness/witnessess in your case.

If your written statement is not received within the period stipulated above, ex parte decision shall be taken against you.

Dated at Varanasi this 15th day of May, 1979.

Sd./- Illigible.

Senior Divisional Manager.

Shri R. C. Dubey,  
Development Officer,  
LIC of India,  
at Moghalsarai,  
Branch Office,  
Moghalsarai.

नई दिल्ली, 27 जनवरी, 1998

का.अ. 359—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक आफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में, निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-1-98 को प्राप्त हुआ था।

[सं. एल-12012/139/92-आईआर (बी-II)]  
सनातन, डेस्क अधिकारी

New Delhi, the 27th January, 1998

S.O. 359.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 23-1-98.

[No. L-12012/139/92-IR(B-II)]

SANATAN, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR, U.P.

Industrial Dispute No. 115 of 1992

In the matter of dispute :

BETWEEN

Assistant General Manager,  
Union Bank of India,  
Hotel Clarks Awadh,  
8 M G Marg,  
Lucknow.

## AND

S. K. Srivastava,  
C/o S. S. Shukla,  
Union Bank of India,  
M G Marg,  
Civil Lines,  
Allahabad.

## APPEARANCE :

M. L. Agarwal for the Management & Neeta Mathur for the workman.

## AWARD

1. Central Government, Ministry of Labour, New Delhi vide its Notification No. L-12012/139/92/I.R.(B-2) dated 18-9-92 has referred the following dispute for adjudication to this Tribunal—

Whether the claim of Sh. Shirish Kumar Srivastava that he is entitled to be reinstated in service of Union Bank of India is justified? If so, what relief the workman is entitled to?

2. The case of the concerned workman Shirish Kumar Srivastava is that he was engaged as waterman at Chowk Branch of the opposite party Union Bank of India on 8-4-87 at Allahabad. He worked upto November 1989, with artificial breaks. He had completed 240 days in a year preceding the date of his termination. The bank has removed him from service in breach of provisions of section 25F of I.D. Act without payment of retrenchment compensation and notice pay. Hence this termination is bad.

3. The opposite party has filed reply in which it has been alleged that the concerned workman was engaged as contractor to supply water. He was never engaged as waterman. He had supplied water for 16 days in April 87, for 26 days in May 87, for 28 days in June 87, for 30 days in July 87 and for 3 days in August, 87. As he was not an employee of the opposite party question of termination does not arise. Consequently breach of provisions of section 25F of I.D. Act would also not figure.

4. In the rejoinder, the old facts given in the claim statement have been reiterated.

5. In support of his claim, the concerned workman has filed Ext. W-1 copy of representation, dated 30-11-89, Ext. W-2 copy of reply dated 5-12-89 by the bank refuting the allegations of the concerned workman, Ext. W-3 the copy of application given by the applicant before ALC(C), Ext. W-4 copy of Conciliation Proceeding dated 15-11-91. Further there is evidence of the concerned workman as W.W. 1.

6. In rebuttal the management has filed Ext. M-1 to M-22 vouchers through which payments were made to the concerned workman. Further the management has examined its Account B. C. Soni, M.W. 1.

7. In the first place it will be seen if the concerned workman was engaged as a waterman or was a contractor for supply of water. It may be mentioned that the concerned workman has also given statement in his evidence that work of peon was being taken from him. In other words he claimed that he was performing duties of a peon. There is no such plea in the pleadings of the concerned workman hence it cannot be considered.

8. The concerned workman Shirish Kumar Srivastava W.W. 1 has stated that he was engaged as a peon and he had worked in that capacity. The documents filed by him do not help him in any manner. B. C. Soni, Accountant, M.W. 1 has stated that the concerned workman was given contract for supply of water also. A perusal of copies of vouchers would go to belief the version of the management. In all these vouchers Ext. M-1 to M-22 it has been mentioned that the concerned workman is being given labour charges for supply of water. Had he been given Theka for supply of water it would not have been described as labour charges. Instead it would have been mentioned as contractor as well. Hence I find substance in the case of the concerned workman that he was engaged as a waterman. Accordingly my finding is that concerned workman was engaged as waterman and was not given Theka for supply of water.

9. The concerned workman has stated that he had completed 240 days in a year before his termination. The bank witness has not denied it any way. Hence, I accept the unrebutted version of the concerned workman and hold that he had completed 240 days in a year. Admittedly he has not been paid retrenchment compensation and notice pay for which he was entitled. Accordingly my finding is that there has been breach of provisions of section 25F of I.D. Act.

10. Accordingly my award is that termination of the concerned workman as waterman is bad in law and he is entitled for reinstatement at this post with back wages from the date of reference at the rate at which he was paid remuneration per day.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 28 जनवरी, 1998

का.आ. 360—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्र बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक



विवाद में औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-98 को प्राप्त हुआ था।

[सं. एल-12012/254/95-आई आर (बी-II)]  
सनतन, डेस्क अधिकारी

New Delhi, the 28th January, 1998

S.O. 360.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, MADRAS as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CANARA BANK and their workman, which was received by the Central Government on 27-1-1998.

[No. L-12012/254/95-IR (B-II)]  
SANATAN, Desk Officer

# ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,  
TAMIL NADU, MADRAS

Thursday, the 8th day of January 1998

PRESENT :

THIRU S. ASHOK KUMAR, M.Sc., B.L.,  
INDUSTRIAL TRIBUNAL

INDUSTRIAL DISPUTE NO. 29 of 1996

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Canara Bank, Madras).

# BETWEEN

The workmen represented by  
The Secretary,  
Canara Bank Employees Union,  
A. K. Nayar Bldg., 14, Second Line  
Beach, Madras-1.

# AND

Deputy General Manager,  
Canara Bank, C.O.,  
563/91, Anna Salai,  
Madras-18.

REFERENCE :

Order No. L-12012/254/95 IR (B.II), Ministry  
of Labour, dated 29-3-97, Govt. of India,  
New Delhi.

This dispute coming on for final hearing on this day, upon perusing the reference, claim and counter statements and all other material records, in the presence of Tvl. Row and Reddy, Balan Haridas and K. Indira, Advocates appearing for the petitioner-union and of T. Sathiamohan and S. Devaraj, Advocates appearing for the respondent, and the counsel for the petitioner having filed a memo as dispute not pressed, this Tribunal passed the following :—

# AWARD

This reference has been made for adjudication of the following issue :—

Whether the action of the management of Canara Bank, Madras in dismissing Sri G. Ramakrishnan, Clerk from service w.e.f. 31-10-93 is legal and justified ? If not, what relief is the said workman entitled to ?

Memo filed by petitioner stating that the petitioner is reinstated and the petition is not pressed industrial dispute discussed as not pressed.

Dated, this the 8th day of January, 1998.

THIRU S. ASHOK KUMAR, Industrial Tribunal.

नई दिल्ली, 28 जनवरी, 1998

का.आ.—361 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में एयर इंडिया लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 2) मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-98 को प्राप्त हुआ था।

[सं. एल-11012/4/96-आईआर (सी-I)]  
सनतन, डेस्क अधिकारी

New Delhi, the 28th January, 1998

S.O. 361.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Govt. Industrial Tribunal, (No. 2), Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Air India Ltd. and their workman, which was received by the Central Government on 27-1-98.

[No. L-11012/4/96-IR (C-I)]  
SANATAN, Desk Officer

# ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. II, MUMBAI.

PRESENT :

Shri S. B. Panse, Presiding Officer.

REFERENCE NO. CGIT-2/27 of 1997.

# BETWEEN

Employers in relation to the Management of  
AIR INDIA LIMITED

# AND

Their Workmen

## APPEARANCE :

For the Employer : M/s. Bhasin & Co.  
Advocate.

For the Workmen : Mr. Umesh Nabar,  
Advocate.

Mumbai, dated 2nd January, 1998

## AWARD—PART-I

The Government of India, Ministry of Labour by its order No. L-11012/04/96-IR(C-I) dated 24th July, 1997, had referred to the following Industrial Dispute for adjudication.

“Whether the action of the management of Air India Limited in dismissing the services of Shri Mohan Narayan Salvi is legal and justified? If not, to what relief is the said workman entitled?”

2. Mohan Narayan Salvi filed a statement of claim at Exhibit-3. He joined in the Air-India Limited on 5-10-87 in the Power Plant overhaul division of the Engineering department at Santa-cruz as technician. He completed the probation on 4-11-88 and was confirmed on 1-5-89.

3. On 8-8-92 he was required to work in the second shift. The second shift is from 1.15 p.m. to 8.45. There is a tea break between 4.55 p.m. to 5.25 p.m. As per the duty schedule if any workman is not found at his place of work and except during the tea break he is immediately issued a memo on the same day and his wages are proportionately deducted on the principle of ‘No work No Pay’. If the workman is found missing at the fag end of the shift he is issued a memo on the next working day and in absence of any such memo being issued the workman is deemed to have been worked in his place of work during entire shift working.

4. On 8-8-92 the workman resumed his duties. Before undertaking the job assigned to him he received instructions from Senior Aircraft Engineer Sh. Rao. He started doing job assigned to him by the foreman and as per the instructions received by him. He worked on the job till 4.55 p.m. and went for a tea break along with other workmen of his department. After going back he again started working on the job which included weld repair of the brackets required for the job. After completion of his duty hours he left his place of work at 8.45 p.m.

5. The workman pleaded that on 10-8-92 when he reported for duty he received an order of suspension alledging there in that on 8-8-92 at about 8.30 p.m. he assaulted Panwattkar near Bldg. No. 15 Old Air India Staff Colony, Kalina, Santacruz. In the said suspension order there was no mention

that he was missing from the work place between 5.25 p.m. to 6.45 p.m. on 8-8-92 and that he was in drunken state while on duty.

6. It is alledged that on 11-8-92 two staff notices were issued wherein it was mentioned that the workman and one Mr. H. S. Chugh were found under the influence of alcohol while on duty on 8-8-92 after the tea break. But there is no mention of missing from the work place and that the alledged incident of beating.

7. On 12-8-92 the workman was issued a chargesheet (Ex-C). It was contended that due to the acts he committed namely missing from work place from 5.25 p.m. to 6.45 p.m., drunken state while on duty; beating Punwattkar at about 8.30 p.m. if proved amounts to serious and grave misconduct under the Model Standing Orders (Central) which read as under 14(3)(a) and 14(3)(h):

1. ‘wilful insubordination’

2. ‘Riotious and disorderly behaviour during working hours at the establishment and Act subversive of discipline.’

The workman denied the charges. The management then formed an inquiry committee.

8. The workman pleaded that the inquiry which was conducted by the committee is against the Principles of Natural Justice. It is asserted that the findings of the inquiry officer are perverse on the ground that it did not consider the evidence properly. It is submitted that the committee did not consider the evidence properly. It is submitted that the committee did not consider the evidence given on behalf of the workman contending that he was present at the work place during all the shift time. It is averred that the work place and the place of the alledged incident being far away and it was impossible for the workman to be there at 8.30 p.m. when he left the work place at 8.45 p.m.

9. Assuming for the sake of argument it is held that the charges are proved even then the punishment which is awarded to him is disproportionate. It is prayed that under such circumstances it may be declared that the domestic inquiry which was held against the workman was against the Principles of Natural Justice, that the findings of the inquiry officer are perverse, and that the workman is entitled to reinstatement in service along-with back wages and continuity.

10. The issues are framed at Ex-8. The issues Nos. 1 & 2 are treated as preliminary issues. The issue and my findings there on are as follows :

Issues	Findings
1. Whether the domestic inquiry which was held against the workman was against the Principles of Natural Justice?	No.

2. Whether the findings of the inquiry officer are perverse? Yes.

### REASONS

11. Mohan Narayan Salvi lead oral evidence and relied upon the documents which he filed alongwith the statement of claim. On the other hand the management did not lead any oral evidence but they relied upon the documents which they filed alongwith Exhibit-7.

12. From the testimony of the workman it is very clear that so far as the procedure adopted in the domestic inquiry is concerned it is as per Principles of Natural Justice. The inquiry proceedings are at Exhibit-7/3. The committee at its first sitting had recorded that the workman is represented by a defence counsel. It asserted that he received a chargesheet and understood the meaning and contents there in. It ascertained that the proceedings of the inquiry can be conducted in English language. It recorded that the workman does not accept the guilt. It can be further seen from the inquiry proceedings that the documents on which the management relied were given to the workman and he was given sufficient time to cross-examine the management witnesses and to lead oral evidence. He submitted his submissions at the end of the inquiry proceeding. Thereafter the inquiry committee had submitted its report (Ex-7/5).

13. It is argued on behalf of the workman that the chargesheet is vague. After persual of the chargesheet (Exhibit-C) it reveals that there is a clear-cut mention of statement of allegations and thereafter the clause of the Model Standing Orders on which the management relies. The charge is clear in its terms and there is no ambiguity. The workman understood the same. For all these reasons I find that the domestic inquiry which was conducted against the workman was as per the Principles of Natural Justice.

14. The Learned Advocate for the workman Mr. Umesh Nabar argued that the findings of the inquiry officer are perverse. According to him it did not consider the evidence which is lead before it. In fact according to him this is a case of no evidence. He argued that the allegations which are mentioned in the charge are not only to be proved but the charge which is mentioned in the paragraph-3 is to be proved. Mrs. Pooja Kulkarni, the Learned Advocate for the management on the other hand argued that the findings of the inquiry officer are well reasoned and based on the evidence before it. She submitted that the Learned Advocate for the workman wants to take advantage of the situation of minor clerical mistakes.

15. The inquiry report is at Exhibit-7/5. The committee posted four issues for its consideration. They were :

- (1) Whether Mr. Salvi was absent from his place of work from 5.25 p.m. to 6.45 p.m. on 8-8-1992 ?
- (2) Whether Mr. Salvi was under the influence of alcohol during working hours?
- (3) Whether Mr. Salvi misbehaved while he was on duty on 8-8-1992 ?
- (4) Whether Mr. Salvi assaulted Mr. Punwattkar at about 8.30 p.m on 8-8-1992 in the Air India Colony premises.

So far as issues Nos. 1 is concerned it is answered in the affirmative, so far as issues Nos. 2 & 3 are concerned they are answered in the negative and so far as issues no. 4 is concerned it is answered that he helped Chugh for assaulting Punwattkar. I need not consider the evidence before the inquiry officer relating to issues Nos. 2 & 3. But I have to consider the evidence relating to issues Nos. 1 & 2.

16. Mohan Salvi (Exhibit-9) affirmed that on 8-8-92 he was in the second shift which was from 1.15 p.m. to 8.40 p.m. He took instructions from Mr. Rao in respect the job assigned to him. He affirmed that he did the job till 4.55 p.m. and went for tea break and again came back. After going back from tea break he started working on the job which included weld, repair of the brackets. He affirmed that he left the place at 8.45 p.m. He denied that he was missing from the place of work between 5.25 p.m. and 6.45 p.m. for tea break and was under the influence of alcohol during working hours.

17. Punwattkar (management witness No. 1) corroborates the position that if the employee is missing from the work place then immediately he is issued with a memo. But so far as Salvi is concerned no such memo was given to him. It is common knowledge that in such cases when the workman attends the duty by punching his card and if he is not found at the work place a memo is issued to him and his salaries are deducted on the principle of 'No work no pay'. It is tried to bring on the record that it was in the discretion of the authorities to issue such a memo or not. Nodoubt it might be in their discretion but when a particular thing is to be proved then in such a case there should be an evidence. I find that this is a material evidence to show missing from the work place in that particular time. The management is lacking in it.

18. The management witness No. 3 V. J. Rao stated that on 8-8-92 Salvi was missing from the work place from 4.55 p.m. to 7.00 p.m. He reported it to Govind Swamy verbally. In fact Rao being

the superior he should have issued memo immediately to the workman. But, he did not. According to him it was his discretion to issue such a memo. This answer is nothing but to fill up the lacunae which I am not inclined to accept.

19. V. Govind Swamy, the management witness No. 4 had given a report dated 10-8-1992 (M-9). He is Assistant Engineer Manager (Central Repair facility). He reported that when he took a round at about 1845 Hrs in the Shop he found Salvi and Chugh were missing from the rework section. He made inquiries with the foreman Hirijnar and Thambe but they could not answer properly. When again he came to rework section at about 19.30 hours he found them back. I again fail to understand why those steps were taken by Mr. Govind Swamy immediately at that place. He being the superior he could have directed Rao or anybody else to issue memos to this workman immediately for missing from the place. But nothing to that effect had taken place. At about 1945 hours Punwattkar reported to him against Chugh's misbehaviour abusing him in filthy language and Salvi and Chugh suspected to be in drunken condition. In this report it is not mentioned that Punwattkar also reported him that both of them were missing from the work place.

20. Chitre defence witness No. 1 admit to have signed the declaration (D-1) dated 19-11-92 by himself and other 4 employees working at that place. He accepts the position that between 6.00 to 6.20 p.m. Salvi was not on the work place but he does not know whether he left the place for work related or not. He works on the same table where Salvi works. Raut (D-W|2), Istalkar (D-W|3) corroborates Chitre on the point that the workman was not missing from the work place as alleged by the management. Weld section appears to be at a different place, than the normal working place of Salvi. It is not in dispute that the job which was allotted to him was also included of weld. If for a little time even if it is found that he was not on that place it has to be said that he might have gone for weld work.

21. The workman was served with a suspension order dated 10-8-82 (Exhibit-7|1). It does not mention that he was absent from work place between 5.25 p.m. to 6.45 p.m. in office memo (Ex-B) there is also no mention of the workman missing from the work place between 5.25 p.m. to 6.45 p.m. Taking into consideration the evidence which is discussed above even on the principles of preponderance of probabilities I am not inclined to accept that the workman was missing from the place between 5.25 p.m. to 6.45 p.m. on 8-8-92. Naturally the finding given by the inquiry committee on issue No. 1 appears to be perverse.

22. So far as issue No. 4 is concerned the inquiry committee came to the conclusion that Salvi helped Chugh the other workman in assaulting Punwattkar on 3-8-92 between 8.25 p.m. to 8.50 p.m.

23. Punwattkar the management witness No. 1 had given a complaint (Ex-M|3) on 10-8-92 to the Director of Engineering (Engine overhaul department) wherein giving the details of the incident of beating by Mr. Chugh. In paragraph-2 he had mentioned that he was accosted by Chugh and Salvi near building No. 15 in the old colony and had further stated Chugh was assisted by Mr. Salvi in this Act. In other words in the complaint there is no mention of what Acts Salvi took while Chugh was beating. Infact the witness informed the committee that he had nothing to say more than whatever stated by him in the complaint dated 8-8-92 (Ex-M|4), complaint (Ex-M|3) dtd. 10-8-92, extract of station Diary (Ex. M|5), extract of NC No. 24004/92 (Ex-M|6) and medical treatment report (Ex-M|7). The committee sought clarification from Punwattkar regarding the case of Salvi. There he stated Chugh was assisted by Salvi by way of not allowing him to run away while he was beating. He accepts the position that he was not physically blocked by Salvi. There are no verbal words alleged to have said by Salvi. It was an open space. Malhotra (management witness No. 2) occupies the residential accommodation at 15/7 Air India First colony. The alledged incident took place near it. He and his wife were watching T.V. They heard abuses. It is therefore both of them came out of the house and shouted when they saw one man beating another and another was standing there. Malhotra had given a letter (Ex-M|8) dated 9-8-92 stating that 'To whom soever it may concern'. It is mentioned there in that Punwattkar was beaten by one Sardarji and another. He relied upon that letter before the inquiry committee. In the cross-examination he clarified the position to the effect that Chugh was beating him and Salvi obstructed Punwattkar. Again how he obstructed has not come such as whether by shouting or by holding his hand or by posing in front of the way. It can be seen that for this particular incident Punwattkar and Malhotra are the eye witnesses. From their testimony at the most it can be said that Salvi was present there. The contradictions which I have stated do not support the allegation that Salvi stopped Punwattkar from moving the place and helped Chugh for beating.

24. Rao, the management witness No. 3 stated that on the day of the incident at about 8.50 p.m. Punwattkar came running to him and told him Chugh and Salvi assaulted him in the colony premises. It is based on the information given by Punwattkar. As Punwattkar accepts the position of Salvi not beating him Rao's testimony to that effect which in normal course would have been

corroboration to Punwattkar is not acceptable so far as beating is concerned but so far as presence is concerned it has to be accepted.

25. The workman has examined Chitre, Rao and Istalkar the employees who were working alongwith Salvi in that floor. They affirmed that Salvi was in the shop till 8.45 p.m. and then they left the place after the shift was over. Istalkar affirmed that Salvi was on table at 8.40 p.m. He left alongwith him and they were on the bus stand. It is not in dispute that on that day in the evening there was a power cut. It is tried to bring on the record that so far as this section was concerned the lights were on. But Punwattkar affirmed that when he left the place at about 8.20 p.m. almost all the employees left the place. It is common knowledge that when such a power cut is there the employees and the concerned staff always takes the advantage of the situation to leave the premises as early as possible. Under such circumstances I rely upon Punwattkar for coming to the conclusion that almost all the employees including Salvi must have left the working place earlier. The place of work and that the place of incident is about a kilometre which took hardly about seven to eight minutes to walk down. It can be further seen that when a person wants to do something and in that case that distance can be covered at an earlier period also. Chugh wanted to do something to punwatikar as alleged, therefore he might have followed Punwattkar in a hurry and salvi must have accompanied him. Presence of Salvi at the place can be further ascertained on the basis of the extract of the station Diary (Ex-M|5) and N.C. No. 2404|92 (Ex-M|6). For all these reasons I find that Salvi was present on that spot but the management had failed to establish what actual part he took there. I am not inclined to accept that he obstructed the way of Punwattkar from running from the place or that he helped Chugh to beat Punwattkar. If really he would have gone there to help him his request by Chugh to take out the knife and beat him he would have done so. It can be said that after seeing Malhotra they started running but the fact remains that there is no attempt on the part of Salvi to take out the knife from the pocket or to do any act as alleged by these persons. Under such circumstances the findings of the inquiry committee that Salvi helped Chugh in assaulting Punwattkar on 3-8-92 at about 8.25 p.m. to 8.30 p.m. appears to be perverse.

26. It is tried to argue on behalf of the management that the approval application (Ex-7|10) was filed before the National Industrial Tribunal. The Tribunal gave an order (Ex-7|11) of approval of termination of the workman. She argued that in that application the contention taken by the workman in this claim was also taken which were rejected by the Tribunal. Under such circumstances the workman is not entitled to take the same defence here. I am not inclined to accept this submission.

The principles to decide the approval application and that of reference are quite different. Even though the approval was granted by the Tribunal rejecting the contentions taken by the workman in it he is not at all barred for taking a plea that the inquiry which was held against him was against the Principles of Natural Justice and the findings of the inquiry officer are perverse. For all these reasons record my findings on the issues accordingly and pass the following order :

### ORDER

The domestic inquiry which was held against the workman was as per the Principles of Natural Justice.

The findings of the inquiry officer are perverse. The management is allowed to lead evidence to substantiate its action.

S. B. PANSE, Presiding Officer

नई दिल्ली, 19 जनवरी, 1998

का.आ. 362—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्किलॉजिकल सर्वे ऑफ इंडिया, म्यूजियम्स, वेहले गोवा के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-1-98 को प्राप्त हुआ था।

[सं. एल-42012/105/89-आईआर (डी.यू.)]  
के. वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 19th January, 1998

S.O. 362.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Archeological Survey of India (Museums, Velhe, Goa and their workman, which was received by the Central Government on 19-1-98.

[No. L-42012/105/89-IR(DU)]

K. V. B. UNNY, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, this Wednesday the 7th day of January, 1998

PRESENT :

Sri K. Mohanachandran, B.Sc., B.L., D.L., A.L., Presiding  
Officer.

Central Reference No. 82/89

I Party

II Party

Miss. C. Sunetha,  
D/o Sri C. Sathyanarayana  
Gupta,

C/o P. D. Venkappa Setty,  
15th Ward, Opp. Water Tank,  
N. C. Colony, Hospet-583201.

Vs.

II Party

- (1) The Dy. Superintending Archaeologist, Museums, A.S.I. Vellore, Goa-412212.
- (2) The Asstt. Superintending Archaeologist for Museums, A.S.I. Hampi, Kamalapur-583221.

## AWARD

In this Central Government reference No. L-42012/105/89-IR(DU), dated 15-11-1989, the point for adjudication is fixed as follows:

"Whether the action of the Archaeological Survey of India, Museums, Vellore, Goa in terminating the services of Miss C. Suncetha, Graduate Asstt./Typist is justified? If not, to what relief the workman is entitled to?"

2. On receipt of the said order No. L-42012/105/89-IR (DU) dated 15-11-1989, both the parties were issued court notice for the first hearing date on 21-5-1990. On behalf of the I party, her authorised representative filed a memo. But, subsequently she was represented by one Sri H. G. Maheshwar Swamy, Advocate who filed vakalat. The II party was represented by one Sri M. C. Ravikumar, Advocate.

3. The brief averments in the claim statement filed by the I party is as follows:

The I party workwoman has been employed as a Graduate Assistant-cum-Typist as a casual employee on a daily wage of Rs. 18 per day from 1985 to December 1986. But in the month of December, 1986, she was illegally terminated from her service, without giving any reasons. Though the management promised her for her reinstatement, only on 13-4-89 she was orally told that she would not be reinstated. The workwoman had worked for 630 days. Therefore, her removal from service is violation of Section 25F of Industrial Dispute Act. The workwoman had not been given one month's prior notice nor paid any retrenchment compensation. There was no chargesheet issued against her nor any enquiry was held. Therefore, it is prayed for the direction to the II party for her reinstatement with back wages amounting Rs. 19,980.

4. The list of allegations made by the II party in their written statement is as follows:

The claim statement filed by the workwoman is misconceived and illegal. It is true that the I party was employed as a Graduate Assistant-cum-Typist from December, 1985. However, she had not attended the duty regularly as per the muster roll maintained by the II party. The I party worked for a total number of 205 days excluding breaks. She had not made any representation for her relief. She was not willing to work as casual labourer. The conduct of the I party itself would show that she wanted only and voluntarily given up the job. The representative of the I party has no locus standi to represent the I party since neither he is the power of attorney nor a legal practitioner. Therefore, the claim statement filed by the I party has to be dismissed.

5. My learned predecessor had passed an order on 16-7-90 that separate issue need not be necessary and schedule itself would cover points for determination.

6. My learned predecessor himself had given plenty of opportunities for the parties to conduct the enquiry by way of letting evidence. But on 2-4-1992, Advocate for I party was contesting the dismissal order passed against her on the basis of facts and grounds alleged in her claim statement. Hence the evidence for the I party might be closed.

7. But anyhow on behalf of the I party namely Exhibits W1 to W4 were marked by my learned predecessor. But subsequently though my learned predecessor had given plenty of opportunities for both the parties, none of the parties has taken any interest to proceed with the case. The same trend was continued even when I took charge in the month of December, 1995. In spite of repeated opportunities till

4-7-1996 from 4-3-1997, none of the parties nor their advocate appeared. In such circumstances the II party was called, Absent and set ex-parte and this Tribunal decides to pass an award on merits under the provision of 10-B(9) of the I.D. (Central) Rules, 1957.

8. It had been claimed by the I party that she had worked in the II party management as a graduate Assistant-cum-Typist as a casual employer on daily wage of Rs. 18 per day. But the said claim of the I party had been emphatically denied by the II party. As I pointed out earlier though the counsel for the I party filed documents i.e. Exs. W1 to W6 as stated in the memo filed on behalf of the I party dated 2-4-1992, no further evidence need be recorded and her evidence could be close. In such circumstances, we have to scrutinize the above said documents Exs. W1 to W6 to find as to whether those documents would help the I party to substantiate her claim namely she had worked for a continuous period of 630 days. Ex. W1 is a certificate issued by one Asstt. Superintending Archaeologist for Museums, Sri Uma Maheshwara Rao M. dated 14-2-1987 to show that she, the I party worked from March 1985 to December 1986. But another document Ex. W2 i.e., the xerox copy of the memo filed by the I party herself would show that the same officer, namely Sri M. Uma Maheshwar Rao had issued memo on 31-7-1986 to the I party informing her that her services were not required further and her services would be terminated after one month i.e., on 31-8-1986 with effect from 31-7-1986.

9. Therefore, it is needless to say that the above said two documents namely Exs. W1 and W2 filed even by the I party themselves are not only contradictory with each other, but also would disprove her claim. Therefore, this tribunal cannot place any reliance on those two documents. Exs. W3 and W4 is the xerox copies of office memorandum issued for the purpose of regularisation of her service dated 7-5-1985, which would not help the I party to prove her said claim. Ex. W6 is a xerox copy of employment exchange card.

10. As I have pointed out earlier, the I party has except Exs. W1 to W6, not placed any documents. In such circumstances even though the II party was set ex-parte, I hold that the I party had not proved her claim to show that she had worked in the II party for a continuous period of 240 days to claim benefits under the I.D. Act, particularly under Section 25F of the said act. Therefore, I hold that she is not entitled for the relief prayed by her.

## AWARD

In the result, the Central reference No. 82/89 is rejected but without cost. Submit to the Government.

(Dictated to Personal Assistant, transcribed by him corrected by me and signed on this Wednesday, the 7th day of January of 1998.

K. MOHANACHANDRAN, Presiding Officer

नई दिल्ली, 19 जनवरी, 1998

का.आ. 363.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी. डब्ल्यू. डी., निर्माण भवन, नई दिल्ली के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-1-98 को प्राप्त हुआ था।

[सं. एल-42012/105/86-डी.-II(बी)]  
के. वी. बि. उष्णी, डेस्क अधिकारी

New Delhi, the 19th January, 1998

S.O. 363.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of C.P.W.D., Nirman Bhawan, New Delhi and their workman, which was received by the Central Government on 19-1-1998.

[No. L-42012|105|86-DII(B)]

K.V.B. UNNY, Desk Officer

### ANNEXURE

BEFORE SHRI GANPATI SHARMA :  
PRESIDING OFFICER : CENTRAL  
GOVERNMENT INDUSTRIAL TRIBU-  
NAL : NEW DELHI

I.D. No. 65|88

In the matter of dispute between :

Shri Sri Krishan through  
The Secretary,  
Central Public Works Department,  
Mazdoor Union.

Versus

Central Public Works Department,  
Nirman Bhawan, New Delhi.

### APPEARANCES :

Shri B.K. Prasad with Shri H.S. Vats  
for Union.

Shri U. M. Kalra for the management.

### AWARD

The Central Government in the Ministry of Labour, vide its Order No. L-42012|105|86-D.II(B) dated 25th March, 6th May, 1988, has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the demand of Shri Sri Krishan, Assistant Turner for payment of pay and allowances of the grade of Turner by virtue of the work actually being performed by him is justified? If yes, to what benefits, he is entitled to and from what date?”.

2. The workman concerned was initially appointed in the year 1959 as Khalasi and was subsequently promoted as Assistant Turner w.e.f. 13-4-1963.

3. The case of the workman is that he has been discharging the duties and responsibilities that of a Turner right from his appointment as Assistant Turner, whereas, he is being paid less pay and allowances than his entitlement as Turner, which is evident from the entries available in Issue Register of material of the workshop under Mechanical Works Division, CPWD and Job Register.

4. In their written statement, the management have denied, the alleged claim of the workman concerned, pleading that he was never assigned the duties of Turner during the period in question. It has also been averred by the management that as per CPWD Manual Vol. III, 1984 EDN, Appendix-IX, page 83, the duties of Turner are “General turning work on Lathes of Standard Precision”. While the duties of Assistant Turner are “General turning work on Lathes”. This fact has also not been denied by the workman.

5. The management have not filed any document, while on the request of the workman, Job Allocation Register and Job Debit Raise Register, were produced by the management at the time of evidence.

6. The workman examined himself as WW2|1 and Shri Bawa Singh as WW1|1 while the management have examined Shri M. S. Garg Executive Engineer (Mechanical) as MW1|1.

7. I have heard the representatives of both the parties and have gone through the evidence on record.

8. The workman as claimed status of Turner w.e.f. 18-4-1963 and the grade or pay thereof in the old pay scale of Rs. 110-189 w.e.f. 13-4-1963, revised to Rs. 260-400 w.e.f. 1-1-1973 and subsequently revised to Rs. 950-1500 w.e.f. 1-1-1986 onwards with all consequential benefits.

9. There is no documentary evidence on record from which it may be inferred that the workman was discharging the duties of Turner, until he was so promoted. On the contrary, it is undisputably established that as per CPWD Manual, Vol. III, 1984 EDN Appen-

dix XI Page 83, there is a difference of the duties of Assistant Turner and that of the Turner. The duties of Turner are "General turning work on Lathes on Standard Precision", while the duties of Assistant Turner are "General turning work on Lathes".

10. Onus was on the workman concerned to establish that he was discharging the duties of general turning work on lathes of standard precision, wherein, he failed. Even from the documents produced by the management, the workman concerned could not establish that he was performing the duties of that of Turner.

11. Hence, my award is that the demand of the workman concerned for payment of pay and allowances of the grade of Turner is not justified, as it would not be proved that he was performing the duties of a Turner, as a result of which the workman concerned is not entitled to any relief.

Dated : 15-1-1998

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 19 जनवरी, 1998

का. आ. 364.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कार्यपालक इंजीनियर (विद्युत), के. लो. नि. वि., जयपुर के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अजमेर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-1-98 को प्राप्त हुआ था।

[सं. एल-42012/18/96-आईआर (डी.यू.)]  
के. वी. बी. उण्णी, डेस्क अधिकारी

New Delhi, the 19th January, 1998

S.O. 364.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Ajmer as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Exe. Engineer (Vidhyut), Jaipur, C.P.W.D., Jaipur and their workman, which was received by the Central Government on 19-1-1998.

[No. L-42012/18/96-IR (DU)]  
K.V.B. UNNY, Desk Officer

अनुबन्ध

न्यायालय श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण,

अजमेर

सी आई टी आर 9/97

नफर्स संख्या : एल/42012/18/96 आईआर (डी यू), दिनांक  
23-5-97

ब्रांच सचिव, सेंट्रल पी डब्ल्यू डी वर्कर्स यूनियन,

सिन्डीकेट बैंक के पास, अजमेर —प्रार्थी यूनियन

बनाम

कार्यपालक इंजीनियर (विद्युत) जयपुर, केन्द्रीय विद्युत मण्डल,

लोक निर्माण विभाग, मोती मार्ग, बापूनगर,

जयपुर

—अप्रार्थी/नियोजक

समक्ष

श्री हरिसिंह अस्नानी, आर एच जे एस,

प्रार्थी की ओर से :

प्रार्थी स्वयं सत्यनारायण

अप्रार्थी की ओर से :

श्री एस. के. चावला

अवार्ड दिनांक 12-01-98

अवार्ड

पक्षकारान ने लोक अवार्ड की भावना से प्रेरित होकर एक प्रार्थना पत्र संयुक्त रूप से पेश किया कि उनका आपस में राजीनामा हो गया है। राजीनामा के अनुसार श्रमिक को सहायक वायरमैन को वायरमैन मान लिया गया है और उसी के अनुरूप प्रार्थी श्रमिक को 950-20-1150-25-1500 का वेतनमान दे दिया गया है यदि कोई बकाया लाभ रह गया है तो उसका भुगतान आदि दो माह में करने को नियोजक सहमत है।

अतः तदनुसार इस प्रकरण में "कोई विवाद नहीं" अवार्ड पारित किया है।

अवार्ड की प्रति नियमानुसार प्रकाशनार्थ केन्द्र सरकार को भेजी जा रही है।

हरिसिंह अस्नानी, न्यायाधीश

नई दिल्ली, 19 जनवरी, 1998

का. आ. 365.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायरेक्टर जनरल आफ हेल्थ सर्विसेज, नई दिल्ली के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-1-98 को प्राप्त हुआ था।

[सं. एल-42011/35/97-आई आर/(डी.यू.)]  
के. वी. बी. उण्णी, डेस्क अधिकारी



New Delhi, the 19th January, 1998

नई दिल्ली, 20 जनवरी, 1998

S.O. 365.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Directorate General of Health Services, New Delhi and their workman, which was received by the Central Government on the 19-1-98.

[L-42011/35/97-IR(DU)]

K.V.B. UNNY, Desk Officer

## ANNEXURE

BEFORE SHRI GANPATI SHARMA: PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: NEW DELHI

I. D. No. 149/97

In the matter of dispute :

## BETWEEN

Mrs. G. K. Khurana,  
General Secretary,  
Dr. Ram Manohar Lohia Hospital,  
New Delhi.

Versus

The Director General of Health Services  
Nirman Bhawan, New Delhi-110011.

## APPEARANCES:

Mrs. G. K. Khurana for the workmen.  
Shri Dalip Kumar for D.G.H.S.

## AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42011/35/97/IR(DU) dated 9-9-97 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the following demands put forth by the Delhi Nurses Union are justified ?

- (1) Non-practising allowance at the rate of 25% of the basic pay.
- (2) Time-bound promotions every five years.
- (3) Creation of Directorate of Nursing.

If so, what relief the workmen are entitled to?"

2. The case was fixed for appearance and filing of claim statement when General Secretary of Dr. Ram Manohar Lohia Hospital made statement that the dispute has been settled vide settlement Ex. W-1. In view of this situation No Dispute. Award is passed in this case leaving the parties to bear their own costs.

Dated : 9-1-98.

GANPATI SHARMA, Presiding Officer

का.आ. 366.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जनरल मैनेजर, टेलीकॉम, बरोडा के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई, नं. 2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-1-98 को प्राप्त हुआ था।

[एल-40012/261/94-आई आर (डीयू)]

के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 20th January, 1998

S.O. 366.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of General Manager, Telecom. Baroda and their workman, which was received by the Central Government on 20-1-98

[No. L-40012/261/94-IR(DU)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II MUMBAI

## PRESENT :

Shri S. B. Pansc, Presiding Officer  
Reference No. CGIT-2/9 of 1996

Employers in relation to the Management of Telecom.

## AND

Their Workmen

## APPEARANCES :

For the Employer.—Mr S. R. Rajguru, Advocate.  
For the Workmen.—Mr. P. K. Hande, Advocate.

Mumbai, dated the 29th December, 1997

## AWARD

The Government of India, Ministry of Labour by its Order No. L-40012/261/94-IR(DU), dated 16-1-96, had referred to the following Industrial Dispute for adjudication :—

"Whether the action of the management of the General Manager, Telecom, Baroda from the post of Vatan-singh Bikhabhai Baria from the post of Telephone Operator to the post of cleaner is proper, legal and justified ? If not, to what relief the workman is entitled ?"

2. The workman filed a statement of claim at Exhibit-2. He was appointed as a cleaner in Assistant Engineer Cross Bar (M)'s office on 21-6-76. He appeared for departmental examination for qualifying himself as a telephone operator. The examination was on 25-4-82. It is averred that he was declared passed and consequential to it he was directed to go for training by an order, dated 18-6-83. He completed the training and was allotted to Baroda by an order dated 29-8-83. The posting order was subsequently issued which is dated 30-11-83 and he was given an appointment letter posting him at Lunavada dated 1-3-84. Thus on mutual transfer he was transferred to Bodeli by an order dated 24-3-83, but, without following due procedure he was reverted/terminated by sub-divisional telegraphs order dated 26-5-84 to the post of cleaner.

3. The workman pleaded that the action of the management is contrary to the appointment letter. He was not served with any of the notice contemplated therein. It is averred that the action of the management is against the fairness and equality and right under Article 16(1) which enshrines the equality in employment. It also violated fundamental rights of the applicant under Article 14 of the Constitution.

4. The workman asserted that the letter issued by DMT Baroda shown as Ex. A1 and there are five candidates out of which the reversion of employees at serial Nos. 1, 2, 3 are only issued whereas employees at serial Nos. 4 & 5 are still working though they are juniors. It is averred that the administration has violated the settled rules that reverting the seniors at first place. It is submitted that the representation which was made by the workman was not responded.

5. The Telecom resisted the claim by the written statement (Exhibit-6). It is averred that the workman appeared for the departmental examination held on 25-4-82 for promotion from LGO/cleaner to the cadre of Telephone operator. He was falsely declared as passed in the departmental examination. Due to it he was appointed as a telephone operator by Divisional Engineer (Telegraph) Baroda in the year 1984 but after realising that he was falsely declared as passed he was reverted back again in the same post as a cleaner on 25-5-84 pursuant to the confidential order dated 19-5-84 from the General Manager (Telecom) Gujarat Telecom Circle, Ahmedabad.

6. The management pleaded that the service of the petitioners were not terminated but he was simply reverted back to his substantive post as a cleaner and the same was not punishment but to regularise the matter after it was detected that the workman did not actually qualify the competitive examination for promotion from LGO to Telephone operator.

7. The management asserted that there was no question of giving the workman any notice as alleged by him. It is averred that the letter dated 18th June, 1983 was fake and was never issued by the department. In fact two letters dated 26-10-82 and 4-11-82 had been issued by the General Manager Gujarat Telecom Circle, Ahmedabad in respect of the candidates who were successful. It is submitted that the action on the basis of the fake letter have to be rejected and it was done by reverting the workman to his original position. It is submitted that the action which was taken is perfectly legal and proper. It is averred that the employee at serial No. 3 D. S. Rakshe has continued to work as he qualified in another departmental competitive examination for the post of technician and on the basis of which he has been continuing to work in the cadre of technician and not telephone operator. It is averred that the persons who were reverted were only persons who were given promotions on the fake letter dated 18th June, 1983 and not others. It is therefore submitted that the Statement of Claim filed by the workman may be rejected.

8. The workman filed a rejoinder at Ex-7. He reiterated the contention taken in the statement of claim. He submitted that he never asked one months notice nor a salary in lieu thereafter. But the contention to that effect taken by the management is confused one. It is submitted that the action which is taken by the management is after fourteen months which is not just. It is averred that the management should make it clear whether the declarations of result was wrong or the issuance of the letter was wrong as both the things cannot be wrong at the same time.

9. The management also filed an additional written statement at Exhibit-16 taking the point of Jurisdiction in the matter.

10. The issues that fall for my consideration and my findings there on are as follows :—

Issues	Findings
1. Whether the Tribunal has jurisdiction to decide the reference ?	No.
2. Whether the action of the management of General Manager, Telecom, Baroda posting Baria, from the post of Telecom Operator to the post of cleaner is proper, legal and justified ?	Does not survive. If survives legal and justified.
3. If not, what relief the workman is entitled ?	Does not survive.

#### REASONS

11. In fact the issue of jurisdiction was raised in view of Joseph's case 1996 (8) SCC's 489. In that case it was held that Telecom is not an industry, but in view of the recent decision in General Manager Telecom V/s. Srinivas Rao and Ors., 1997 (III) SC page. 99, the law declared there is not the correct law. Following the case of Bangalore Water Supply and Sewerage Board V/s. Rajappa and Ors., (1988) II SCC 213 it has to be said that Telecom is an Industry.

12. At the time of argument it is argued on behalf of the management that the dispute referred cannot be said to be an Industrial dispute. As this is so the Tribunal has no jurisdiction. On the other hand it is argued on behalf of the workman that the dispute falls under item No. 11 of the Third Schedule. It is referred by the Central Government to this Tribunal for adjudication. It is therefore an Industrial Dispute. I am not inclined to accept the submissions made on behalf of the workman. The third schedule deals with matters within the jurisdiction of Industrial Tribunal. Item No. 11 deals with any other matters that may be prescribed. This schedule refers to Section 7(A). Section 7A deals with Establishment of Industrial Tribunals. The word prescribed in Item No. 11 defined in section 2 M of the Industrial Disputes Act which states that prescribed means prescribed by rules made under this Act. Looking to the reference it cannot be said that the reference falls under the purview of the definition of Industrial Dispute. Section 2K and Section 2A defines what is meant by Industrial Dispute. The present reference is an individual claim. The workman concerned in this reference complains of his reversion to the cadre of cleaner from telephone operator. It does not fall under the purview of section 2A of the Industrial Disputes Act which deals with discharge, dismissal, retrenchment or otherwise termination of individual workman. Looking to section 2K of the Act it can be seen that this dispute is not espoused by the union before the Tribunal. Under such circumstances the reference cannot be said to be an Industrial Dispute. Naturally the tribunal has no jurisdiction to decide the same.

13. For the sake of argument if it is said that my above said finding is incorrect I am inclined to give my reasons in answering the next issue.

14. Vatanisingh Baria (Exhibit-11) affirmed that he was appointed as a cleaner. He then appeared for the competitive examination for the post of operator in April '82. He was declared as passed and then after completing the training was appointed as a telephone operator. He affirmed that he was not given any opportunity of being head before the reversion. He made representation to the management but which was not considered. He denied the suggestion that the letter dated 18-6-83 is fake.

15. R. B. Patel (Exhibit-20) SDE-Legal, affirmed that the workman who appeared for the departmental examination which was held in 1982 was not declared as successful candidate. He had given the details of mark as obtained by him viz :—

Paper	Total Marks	Minimum for passing	Marks obtained
1 A	50	25	30
1 B	50	20	05
II	50	20	18
III	50	20	35
Aptitude Test			Fail

#### Aptitude Test

There is no reason why this witness is to be disbelieved on the point of this mark as which he reproduced in his affidavit.

16. Patel affirmed that the officer of the General Manager, Telecom, Baroda had not issued a letter dated 18-6-83 and the office of T. S. Vyas the Assistant Director Telecom (R&E) whose signature is found in the said letter denied to have signed that letter. The management did not examine Mr. Tyagi. But after due inquiry the General Manager issued orders in respect of the same and on its basis the Sub-Divisional officer issued an order dated 26-5-84. It is tried to submit on behalf of the worker that he was never given an opportunity to give his say in the matter. I find no merit in it. It is because he was sent for training and then posted, on the basis of the letter dated 18-6-83. He had nothing to do with that letter. It was not issued by him. When it came to the notice of the management that something is wrong then they made inquiry and found that it is a fake letter. The marks of the workman corroborates this. Naturally the action taken by the management is to correct the position, it cannot be said to be illegal. It cannot be said that the workman is terminated. On the contrary they had taken the action to revert him to his substantive post which can be said to be legal and proper.

17. In the Divisional Personnel Officers (Southern Railway) Vs. Ragavendrchar AIR 1966 Supreme Court 1529 Their Lordships observed that the respondents ranked in the substantive post that is in the lower cadre was in no way affected by this. In the substantive cadre the respondent retained his rank. He was visited with no legal consequences. Once it was accepted that the Respondent had no right to the post to which he was provisionally promoted his reversion did not amount to reduction in rank. On the basis of the ratio given in the above said authority it has to be said that the promotion of the workman to the post of operator was illegal. He was not entitled to have the same. It is therefore his reversion to the original post cannot be said to be punishment to him. It is therefore his say is not called for.

18. It is tried to argue on behalf of the workman that by reverting the working after lapse of so many days it is illegality. He based his argument on the basis of M. S. Usmaniya & Ors. Vs. Union of India and Ors. (1995) 2 S.C. cases 377. The facts of that case are quite different. There the challenge was after a lapse of a very long time, that is six years from the date of the selection, five years from the date of the appointment and two years from the date of promotion in higher scale. That is not the case in the present matter. Here the workman was sent for training on the basis of that fake letter and was posted on 30-11-83. In fact he was given the appointment letter dated 1-3-84 and then was reverted back on 26-5-84. Looking to the huge number of employees in the Telecom I do not think that the time which management took for making the inquiry and taking suitable action is too much. It appears to be most adequate. The ratio given in the above said authority has no application.

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19. Patel (Exhibit-20) affirmed that other officials whose names were also found in the same fake letter have also been reverted to their substantive post. One of such candidate Mr. Shah filed a special leave application No. 2904 of 1982 before the Central Administrative Tribunal came to be rejected. For all these reasons I find no merit in the claim of the workman. In the result I record my findings on the issues accordingly and pass the following order :

#### ORDER

The Tribunal has no jurisdiction to decide the reference as it is not an Industrial Dispute. If it is held that the Tribunal had jurisdiction to decide the reference, then the action of the management of the General Manager Telecom, Baroda in respect of Vatan Singh Bikabhai Baria for reverting from the post of Telephone Operator to the post of cleaner is proper, legal and justified.

S. B. PANSE, Presiding Officer

नई दिल्ली, 20 जनवरी, 1998

का.आ. 367.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एक्जिक्यूटिव आफिसर, कैंटोनमेंट बोर्ड, कानपुर के प्रबन्धतंत्र के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-1-98 को प्राप्त हुआ था।

[सं० एन-14012/5/94-आई.आर. (डीयू)]  
के.वी.बी.उन्नी, डेस्क अधिकारी

New Delhi, the 20th January, 1998

S.O. 367.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Executive Officer, Contonment Board, Kanpur and their workman, which was received by the Central Government on 20-1-1998.

[No. I-14012/5/94-IR (DU)]  
K. V. B. UNNY, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT PANDU NAGAR, KANPUR

Industrial Dispute No. 4 of 1996

In the matter of dispute :

#### BETWEEN

Dwarika Prasad C/o Balmiki  
Mahasachiv U.P. Chavni Board Shikshak Karm-  
chari Sangh Type 11.32/IO Defence Colony Shyam  
Nagar, Kanpur.

AND

New Delhi, the 20th January, 1998

Executive Officer,  
Cantonment Board,  
Kanpur.

## APPEARANCES :

B. C. Tandon—for the management and  
Ravi Pratap Narain Singh—for the workman/Union.

## AWARD

1. Central Government, Ministry of Labour, vide its Notification No. L-14012/5/94 I.R. (DU) dated 27/28-12-1995, has referred the following dispute for adjudication to this Tribunal—

Kya M/s. Cantonment Board, Kanpur prabandhtantia dwara Karmkar Jamuna Prasad ko dinak 31-8-88 se sewa nishkashit karna nyayochit hai? Yadi Nahi to Karmkar kis anutosh ka haqdar hai?

2. The case of the concerned workman Jamuna Prasad is that he was engaged as Road Gang Casual Labour by the opposite party Cantonment Board on 25-6-96. He continuously worked upto 31-8-88 when his services were illegally terminated in breach of Section 25-F of I. D. Act.

3. The opposite party Cantonment Board has alleged in the written statement that concerned workman has not continuously worked. Instead he was engaged in leave vacancies or when there was excess work. He has not completed 240 days in any year. As such question of breach of Section 25-F of I. D. Act does not arise.

4. In support of his claim the concerned workman has examined himself as WW-1, besides he has filed Ext. W-1 copy of interview letter, Ext. W-2 copy of engagement as Road Gang Mazdoor, Ext. W-3. notice of AIC.

5. In rebuttal there is evidence of Kuber Singh Engineer PW-1. Besides the management has filed Ext. M-1 to M-12 vouchers.

6. From the above pleadings of the parties it will be evident that the claim of the concerned workman is based on breach of Section 25-F I. D. Act. For this it is to be considered that he has completed 240 days in a year and that he has not been paid notice pay and retrenchment compensation. His oral evidence is contrary to it. In his evidence he has stated that juniors to him were retained in service which was never his case in the claim statement. There is not a word of evidence to show that he had completed 240 days in an year and that no retrenchment compensation and notice pay was given to him. In the absence of such evidence his claim under Section 25-F of I. D. Act is not considered at all.

7. In view of above discussions, my award is that the retrenchment of the concerned workman was not paid in law and he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 20 जनवरी, 1998

का. आ. 368.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एक्जिक्यूटिव आफिसर कैंटोनमेंट बोर्ड, कानपुर के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, प्रन्वन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-1-98 को प्राप्त हुआ था।

[स. एल-14012/12/95-आई आर (डी य)]

के.वी.सी. उष्णी, हेन्क अधिकारी

S.O. 368.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Executive Officer, Cantonment Board, Kanpur and their workman, which was received by the Central Government on 20-1-1998.

[No. L-14012/12/95-IR (DU)]  
K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 61 of 1996

In the matter of dispute :

BETWEEN

Executive Officer,  
Cantonment Board,  
Kanpur.

AND

Munna Lal,  
C/o Rishikant Tiwari,  
89/120, Karwala Nagar,  
Kanpur.

## APPEARANCES :

Rishikant Tiwari—for the workman and  
B. C. Tandon—for the management opposite party.

## AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-14012/12/95-I.R. (DU) dated 27-6-96 has referred the following dispute for adjudication to this Tribunal—

Kya Adhishashi Adhikari Chavni Parishad Kanpur ke dwara Sri Munadal Atmaj Sri Chunarey Safaiwale ko dinak 14-8-92 se sewa samapta karne ki karya vaidhanik aur nyayochit hai? Yadi nahi to sambandhit Karmkar kis anutosh ke haqdar hai?

2. The concerned workman Munna Lal was admittedly engaged as Safaiwala from January 1967 with the opposite party Cantonment Board, Kanpur. He remained absent with effect from 19-6-92. A show cause notice dated 23-6-92 was given to him. He failed to give any reply hence it was followed by a chargesheet dated 3-7-92 which reads as under —

Avaidhanik anupashthit avam kartavya avahelpa.—  
Anivarya sewa me salagn hote huve Sri Munadal putra Jhunarey apane karya se avaidhanik roop se anupashthit rabein.

Karya se anupashthit ka vivran.—Ki yeh karmchari dinak 19-6-92 se dinak barabar avaidhanik roop se anupashthit rabela tha is prakar Central Civil Service Conduct Rules ke Niyam Sanhiva 3(II) tatha 3(II) ka ullanghan kiya. Central Civil Service Conduct Rules, 1964 Chhavni Parishad Karmchariyo par Chavni Nidhi Sewa Nivamawali, 1957 ke नियम 3 के अनुसार लगु होते है ?

Executive Officer Ved Prakash himself held enquiry as the delinquent did not put in appearance, ex parte enquiry was prepared on 14-8-92 and on that very date he was also removed from service, for the abovementioned misconduct. Feeling aggrieved the concerned workman had raised the instant industrial dispute.

3. In the claim statement the fairness and propriety of the domestic enquiry was challenged and it was further alleged that he had fallen ill and had submitted medical certificate.

4. The opposite party had filed written statement in which it was maintained that the enquiry was fairly and properly held. On the pleadings of the parties a preliminary issue regarding fairness and propriety of domestic enquiry was framed. Vide finding dated 23-10-97 it was held that enquiry was fairly and properly held.

5. Now the case has been taken up for determining the question of proportionality of punishment.

6. In the first place the authorised representative for the management had submitted that the opposite party is not an industry. In support of this point reliance has been placed on the case of Physical Research Laboratories versus K. G. Shankar 1997 AIR SC 1855. This case relates to a research centre which will have no bearing on the status of cantonment board. Hence on the basis of this ruling the contention of the authorised representative for the opposite party cannot be accepted.

6. The authorised representative of the opposite party has also drawn my attention to the effect that in the past too the concerned workman had remained absent without prior approval which is evident from letter dated 24-8-91, a copy of chargesheet. It shows that the concerned workman is a habitual offender in this respect.

7. Thus it is second time that he had remained absent without any prior approval in this way he had rendered himself incorrigible. Taking into consideration this past history, I am of the opinion, that punishment awarded to the concerned workman by way of dismissal is justified. It does not require any interference at the hands of this Tribunal. Hence, the concerned workman is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 21 जनवरी, 1998

क्र.आ. 369.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार औद्योगिक सर्वेक्षण, बंगलौर के प्रबन्धन के सदस्य नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-98 को प्राप्त हुआ था।

[सं एल-42012/53-90/आई आर (डी यू)]

क.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 21st January, 1998

S.O. 369.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Archaeological Survey of India, Bangalore and their workman, which was received by the Central Government on 21-1-1998.

[No. L-42012/53/90-IR (DU)]

K. V. B. UNNY, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated the 13th day of January, 1998, Tuesday

PRESENT :

Sri K. Mohanachandran, B.Sc., B.L.D.L.A.L. Presiding Officer.

C. R. No. 74/90

#### I Party

Sri. H.B. Channaiah  
C/o. A. Venkatesha  
behind Church, 7th Ward  
Kamlapur-583221.

(represented by  
Basavaraj V Sabarad  
Advocate, Bangalore)

#### II Party

(1) Superintending  
Archaeologist, A.S.I  
v. Bangalore Circle  
4th 'T' block  
Jayanagar,  
Bangalore-1  
(2) The Deputy Superin-  
tending Archaeologist  
Hampi National Pro-  
ject Kamalapur-583221

(represented by  
Sri. J.M. Riazuddin,  
Advocate Bangalore)

#### AWARD

In this Central reference made by Hon'ble Central Government in its Order No. L-42012/53/90 IR (DU) dated 30-11-90 the point for adjudication is framed as follows :

"Whether the action of the Archaeological Survey of India, Bangalore Circle, Bangalore in terminating the services of Sri H. B. Channaiah, Ex-site Supervisor is justified ? If not, to what relief the workman is entitled to ?"

2. The brief averments of the claim statement filed by the 1st party are as follows :

The Superintending Archaeologist, A.S.I. Hampi (Excavation branch) appointed the 1st party to the post of Site Supervisor w.e.f. June, 1986. He worked as a Site Supervisor without any break till 31-3-89. But the 2nd party on the reason that the work of the project was stopped temporarily and that the 1st party would be taken back shortly had terminated services of the 1st party. But even at the time of termination and subsequent to that, the project, its office and work were functioning and a number of workmen were working. The 1st party had approached the 2nd party to absorb him, but it was refused without any reason. The action of the 2nd party in terminating the 1st party from service on 31-3-1989 is illegal and it amounts to victimisation and unfair labour practice. The management had failed to follow the mandatory requirements of Section 25-G of the I. D. Act. Therefore, the termination of the 1st party by the 2nd party has to be set aside and the 1st party may be ordered for reinstatement with full back wages.

3. The 2nd party in their written statement had contended as follows :

The 2nd Party undertaking is not an industry within the meaning of the I. D. Act. As such this Tribunal has no jurisdiction to entertain the claim of the 1st Party. There are no terms and conditions of services between the 1st Party and the 2nd party. The 1st Party was engaged on daily wages basis and such engagements was bound to be ceased as soon as the work for which he was engaged was over and such engagement does not confer any right on such casual employees. There is no position like site supervisor in the 2nd Party. The applicant was never engaged against any vacancy either on temporary or on regular basis and his discharge from casual employment does not amount to termination. Therefore, the engagement of the 1st Party cannot be a ground to seek continuous engagement in the 2nd Party. There is no violation of Section 25-G of the I. D. Act is alleged by the 1st Party since the 2nd Party is an academic institution engaged essentially in research and allied works and as such it is not a profit oriented organisation engaged in production. Hence, the

provisions of the I. D. Act cannot be applicable to this case. Therefore, the 1st Party is not entitled for any relief sought by him and his claim has to be rejected.

4. On perusal of the above said pleadings I am of the opinion that the schedule to the reference itself would be sufficient as a point for determination in this case.

5. It had been claimed by the 2nd Party that the 2nd Party not an industry as defined in the I. D. Act. But the 2nd Party had placed only relevant particulars as to how they would claim exemption to the definition of industry under Section 2(j). The 2nd Party also not proved through any type of evidence to claim such exemption. But on the other hand they remained exparte. Therefore, I fixed that when the 2nd Party had admitted that the 1st Party was employed for excavating work in connection with mining industry, the 2nd Party is an industry under the I. D. Act and this court has jurisdiction to entertain this case.

6. It had been contended by the 1st Party as per his claim statement that he had worked continuously as a Site Supervisor in the 2nd Party from June, 1986 to 31-12-1989. But further his pleading would show that the name of the 1st Party would be found in the muster roll in the project at Kamalapur until he was terminated. Such a specific averments at para 1 of his claim statement have not been specifically denied by the 2nd Party though they have filed written statement denying parawise averments of the claim statement. It is well decided principle of law that the management who is supposed to use muster roll for any employee must produce such a relevant document either to support their case or to deny the claim of the employee. In such circumstances in the present case though the 1st Party had specifically claimed that his continuous period of service can be borne out from the muster roll in the project at Kamalapur, the 2nd Party had not taken any steps to file such a document in spite of repeated opportunities given by my predecessor as well as by me.

7. It has been established under Section 2(s) read with 25-F of I. D. Act a workman who worked if employed in any capacity for a continuous period of 240 days and termination of the said employee by any mented whatsoever. Therefore, when the 2nd Party had not denied that the 1st Party was not at all employed as a workman under their firm but on contra admitted that he had been terminated. But the only reason given by the 2nd Party for termination of 1st Party could be that the 1st Party was the temporary labourer and thus could be terminated on ceasure of requirement of his service. But it has been substantiated through any material records to show as to how they could deny the above said claim of the 1st Party. The relevant records like attendance register, pay register had not been placed. Therefore, I am of the opinion that the 1st Party is in all sence must be within the definition of the workmen under Section 2(s) read with 25-F of the I. D. Act and hence he is entitled for the benefit under Section 25-F read with 2(o).

8. It is admitted by the 2nd Party that the 1st Party had not been paid any retrenchment compensation, therefore I hold that the termination of the 1st Party is amounting to be illegal and hence he is entitled for the order of reinstatement with full back wages from the date of termination till the date of reinstatement at the rate of last pay drawn by the 1st Party.

#### AWARD

9. In the result award is passed directing the 'A' party in the 2nd Party namely the Superintending Archaeological Bangalore circle to reinstate the 1st Party and calculate the full back wages from the date of termination till the date of reinstatement. In the circumstances of the case, I direct each party to bear their own costs. Submit to Government.

10. Dictated to P.A. transcribed by him, corrected and signed by me on this 13th day of January, 1998 Tuesday.

K. MOHANACHANDRAN, Presiding Officer

नई दिल्ली, 21 जनवरी, 1998

का.आ. 370.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिस्ट्रिक्ट मैनेजर, टेलीफोन्स, भोपाल, के प्रबन्धता के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-98 को प्राप्त हुआ था।

[सं.एल-40012/141/89-डी II (बी)]

के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 21st January, 1998

S.O. 370.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Distt. Manager, Telephones, Bhopal and their workman, which was received by the Central Government on 21-1-1998.

[No. L 40012/141/89-D.II (B)]  
K. V. B. UNNY, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय,  
जबलपुर (म.प्र.)

डी. एन. दीक्षित

पीठासीन अधिकारी

प्र. क्र. : सीजीआईटी/एलसी./ (आर) (171)/90  
सर्कल सेक्रेटरी

भारतीय टेलीफोन कर्मचारी संघ ( बीएसएस )

44/26, साउथ टी. टी. नगर, भोपाल ( म.प्र. )

--आर्थी

विरुद्ध

डी डिस्ट्रिक्ट मैनेजर,

टेलीफोन्स

सेन्ट्रल टेलीग्राफ्स आफिस,

सी. टी. ओ. बिल्डिंग, टी. टी. नगर,

भोपाल (म.प्र.)

प्रतिप्राप्ति

अवार्ड

दिनांकित : 08-01-1998

1. भारत सरकार, श्रम मंत्रालय, नई दिल्ली ने अपने  
आदेश संख्या : एल.-40012/141/89-डी-2 (बी)

दिनांकित 25-07-1990 के द्वारा निम्नलिखित विवाद निराकरण हेतु इस न्यायाधिकरण को भेजा है:—

### अनुसूची

"Whether the action of the management of the Distt. Manager, Telephones in terminating the services of Sh. Sukhalal S/o Jhunu is justified ? If not, to what relief the workman is entitled for ?"

2. श्रमिक श्री सुखलाल के अनुसार वह दूरसंचार विभाग, भोपाल में अस्थाई कर्मचारी था। उसने माह जुलाई 1985 से 26-9-88 तक लगातार 975 दिन काम किया। श्रमिक को बिना किसी नोटिस या मुआवजे के सेवा से निकाल दिया गया। जो कार्य श्रमिक करता था, वह आज भी उसी प्रकार दूसरे लोगों से कार्य कराया जा रहा है। श्रमिक चाहता है कि उसे स्थाई कर्मचारी माना जाए और वेतन और भत्ते का भुगतान कराया जाए।

3. प्रबंधन के अनुसार श्रमिक को केजुअल लेबर के रूप में थोड़े समय के लिए कई बार काम दिया गया और वेतन का भुगतान किया गया। दिनांक 30-3-85 के आदेश के अनुसार दूरसंचार विभाग ने केजुअल लेबर प्रथा समाप्त की और इसी के फलस्वरूप प्रार्थी को आगे काम नहीं दिया गया। श्रमिक स्थाई नौकरी का पाल नहीं है। उसके लिए अब कोई कार्य विभाग में शेष नहीं है।

4. श्रमिक ने अपने कार्य के संबंध में कार्ड-डब्ल्यू-1 प्रस्तुत किया। इसके अवलोकन से ज्ञात होता है कि दिनांक 1-8-85 से 31-7-87 तक लगातार श्रमिक ने दूरसंचार विभाग, भोपाल में कार्य किया है। प्रबंधन का यह कहना गलत है कि केजुअल लेबर के रूप में थोड़े-थोड़े समय के लिए श्रमिक के कार्य किया था। श्रमिक की सेवाएँ बिना नोटिस और छटनी मुआवजे के समाप्त की गई हैं। ऐसी स्थिति में श्रमिक की सेवा समाप्ति का आदेश धारा-25-एफ औद्योगिक विवाद अधिनियम, 1947 के विपरीत है।

5. श्रमिक को 31-07-87 तक सेवा में रखा गया है, फिर भी उसे कोई नोटिस या छटनी मुआवजा नहीं दिया गया है। यह घोषित किया जाता है कि श्रमिक अभी भी दूरसंचार विभाग, भोपाल में कार्यरत है। श्रमिक ने कोई कार्य अगस्त, 87 से अभी तक नहीं किया है, इसलिए वह वेतन पाने का अधिकारी नहीं है। अर्वाइड दिनांक से एक माह के अन्दर श्रमिक को नौकरी पर वापस लिया जाए। अगर इस अवधि में श्रमिक को नहीं लिया जाता तो वह अर्वाइड के एक माह बाद से वेतन पाने का अधिकारी होगा। दोनों पक्ष इस प्रकरण का अपना-अपना व्यय वहन करें।

6. नियमानुसार अर्वाइड की प्रतियाँ भारत सरकार, श्रम मंत्रालय को प्रेषित की जाती हैं।

डी. एन. दीक्षित, पीठासीन अधिकारी

नई दिल्ली, 21 जनवरी, 1998

क्र. आ. 371 — औद्योगिक विवाद अधिनियम,

1947 ( 1947 का 14 ) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कंट्रोलर ऑफ टेलीकॉम स्टोर्स, जबलपुर के प्रबन्धसंघ के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-98 को प्राप्त हुआ था।

[स. एल-40012/129/93-आई आर (डी यू)]

के. वी. बी. उण्णी, डेस्क अधिकारी

New Delhi, the 21st January, 1998

S.O. 371.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Controller of Telecom Stores, Jabalpur and their workman, which was received by the Central Government on 21-1-1998.

[No. L 40012/129/93-IR (DU)]

K. V. B. UNNY, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय, जबलपुर  
म. प्र.

डी. एन. दीक्षित

पीठासीन अधिकारी

प्र. क्र. सीजीआईटी/एल सी/आर/226/94

श्री दुर्गाप्रसाद अवस्थी,  
सचिव, पोस्ट एंड टेलीग्राफ्स  
मजदूर यूनियन,  
कंट्रोलर ऑफ टेलीकॉम स्टोर्स,  
जबलपुर (मप्र)

— प्रार्थी

वि.

कंट्रोलर ऑफ टेलीकॉम स्टोर्स,  
जबलपुर (मप्र)

—प्रतिप्रार्थी

अर्वाइड

दिनांक 08-01-1998

1. भारत सरकार, श्रम मंत्रालय, नई दिल्ली ने अपने आदेश सं. एल-40012/129/93-आई. आर. (डी. यू.) दिनांकित 28-11-94 के द्वारा निम्नलिखित विवाद निराकरण के लिए इस न्यायाधिकरण को प्रेषित किया है —

अनुसूची

"Whether the action of the management of Controller of Telecom Stores, Jabalpur (MP) in not allowing Shri Ramshiromani Ojha to sit in the Promotion Trade Test 1993 and restricting the Promotion is legal and justified ? If not, to what relief the concerned workman is entitled to ?"

2. दिनांक 20-10-97 को दोनों पक्ष पेशी पर अनुपस्थित रहे। इस दिनांक से आज तक कोई भी पक्ष या उसके अधिभाषक इस न्यायालय में उपस्थित नहीं हुए। ऐसा प्रतीत होता है कि पक्षकारों को विवाद के निराकरण में कोई रुचि नहीं है।

3. श्रमिक की अनुपस्थिति के कारण इस विवाद का निराकरण प्रबंधन के पक्ष में किया जाता है। दोनों पक्ष इस प्रकरण का अपना-अपना व्यय वहन करें।

4. नियमानुसार अर्वाइड की प्रतियां भारत सरकार, श्रम मंत्रालय, नई दिल्ली को प्रेषित की जाती हैं।

डी. एन. दीक्षित, पीठासीन अधिकारी

नई दिल्ली, 21 जनवरी, 1998

का. आ. 372.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू इंडिया एश्योरस कं. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर के पनाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-1-98 को प्राप्त हुआ था।

[सं. एल-17012/158/90-आईआर बी-II]

के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 21st January, 1998

S.O. 372.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the industrial dispute between the employers in relation to the management of New India Assurance Co. Ltd. and their workman, which was received by the Central Government on 20-1-1998.

[No. L-17012/158 90-IR(B-II)]

K. V. B. UNNY, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated the 15th day of January, 1998 Thursday

PRESENT :

Sri K. Mohananachandran, B.Sc., B.L.D.L.A.L., Presiding Officer.

C. R. No. 6/91

#### I Party

The Branch Secretary  
General Insurance Em-  
ployees Union. No. 253,  
9th main SR. Nagar, v.  
Bangalore-27

(Represented by  
Sri. Rammohan Reddy,  
Advocate)

#### II Party

Regional Manager  
New India Assurance  
Company Limited  
Unity Building Annexe  
Mission Road  
Bangalore-27.

(Represented by  
Sri. Chinnappa K  
Kombeyanda  
Advocate)

#### AWARD

In this Central reference made by Honourable Central Government in its Order No. L-17012/158/90-I.R. (II) dated 12-2-1991 the point for adjudication is as follows :

Whether the management of New India Assurance Company Limited is justified in terminating the services of Smt. K. Sumathi, Typist, Udupi branch, Mangalore ? if not what relief she is entitled to ?

2. The concised averments of the 1st Party in claim statement are as follows :

The 1st Party Smt. K. Sumathi was appointed as Typist at the Udupi Office of the 2nd Party in the year 1981. She was assigned typing work mainly and clerical work incidentally. During the period from 1981-83 the mode of payment was changed from weekly to monthly. She was not wholly employed on wages by the 2nd Party in connection with the business of the 2nd Party. But surprisingly during the end of October, 1983 the 2nd Party without assigning any reason refused to continue her employment and terminated her services with just an assurance that in due course she will be absorbed but she was not re-appointed. She made representation, but there was no response. The 1st Party union made several representation for reinstatement of 1st Party. But the management had not considered. The 2nd Party management is a subsidiary of General Insurance Company of India which is the apex body controlling and laying down rules for its affiliates. The 2nd Party rejected the case of the 1st Party on mere technicalities and with an intention to avoid responsibilities. She worked more than 240 days as admitted by the management without any break. The 2nd Party has not issued any show cause notice assigning reasons as to why the 1st Party could be terminated. In the absence of the same, the action of the 2nd Party is in violation of the principles of natural justice. Due to the illegal termination and unjustified action of the management the 1st Party under the family members are put to untold and suffering. Therefore, the 1st Party is entitled to invoke the extraordinary jurisdiction conferred on this Tribunal under Section 11-A of the I. D. Act. Hence, the affected 1st Party prays for an appropriate award with direction for reinstatement.

3. The 2nd Party had pleaded the following averments in their written statement.

The 1st Party not being qualified in education and not coming under any reserve category and not have been applied for the post advertised in the year 1984 and 1986 and all the posts have been filled up in accordance with recruitment norms. Therefore, the question of consideration for any appointment made in the year 1984 and 1986 did not arise. The 2nd Party being a statutory body, required to adhere to those norms without there being any discretion available to appoint her. The 2nd Party never engaged the service of the 1st Party. She was never in the employment of 2nd Party and the question therefore did not arise as to whether the 1st Party was terminated from service of the 2nd Party in the year 1983. For the first time the 1st Party approached the 2nd Party with an application dated 3-12-1987 seeking employment as she had done some typing work. The Bio-data furnished by the 1st party indicated that she was disqualified for being appointed as a Class-III employee. As on the date of her application she was an age bar, not having required educational qualification and the appointment being made in the year 1984 and 1986 by recruitment committee no posts being available for advertisement and hence her request could not be considered. The job work done by the 1st party for typing work the policy copy was paid on contract based for policy typing and the payment made accordingly. The contention that the 1st party came to be engaged by the 2nd party could not be countenance. She was paid by way of petty cash out



of the impressed money. She was not engaged signing in the attendance register or wage register maintained by the 2nd party under its branch. The 1st party was not discharged functioning of Class III employee for any adhoc appointment made for which the 2nd party was required to issue an appointment order. Such temporary appointments were to carry the minimum salary on approval by the appointment authority. This was not done in case of the 1st party as her service were never engaged at any time and it was specifically banned for making such appointments. The claim of the 1st party that she had been appointed as Class III employee and worked continuously for more than 240 days are false. The question of showing cause and following principle of natural justice and process of law will apply only to the persons in the employment of the 2nd party but the 1st party was not appointed by the 2nd party. Therefore the claim of the 1st party must be rejected.

4. My learned predecessor on consideration of the above said pleadings passed an order on 1-7-1991, as we could see in the notes order, that the point for determination was covered by the schedule to the reference and hence no separate issue was required.

5. In such circumstances, now though the 2nd party remained absent and set ex-parte at the stage of argument, since both the parties have placed their evidence fully, I am of opinion that an award can be passed in this case on merits. Even in the pleadings the 1st party had admitted that she was allowed to work only as job work of type writing for the 2nd party prior between 1981 and October 1982 and during the end of October 1983 she was refused to permit to continue the said job

6. It is needless to say that when she claimed her right for reinstatement as a regular employee she should be in a position to comply with all the qualifications fixed under the recruitment rules for the above said post. Under the recruitment rules Ex. M4, it would be clear from Rule 5(3) that the management had fixed the age limit on the date of appointment as not less than 18 years and not more than 26 years as on the last date of the month in which vacancies have been notified. Further in the same rule 5(3) the management also fixed educational qualification for the clerical cadre as "the minimum standard in Graduation or Pass in Higher Secondary Certificate with at least 60 per cent marks (relaxed to 50 per cent marks for SC/ST, Ex-servicemen and physically handicapped categories. But her own document namely Ex. W5 would show that only in the year 1-7-1982 she had passed Junior English Typewriting and on 27-6-1987 passed Senior English Typewriting as per the relevant certificates Ex. W6. From those certificates it is clear that on the date of the alleged appointment dated 1981 she was not having required qualification for the post of Typist.

7. Again though she had stated that she had studied upto PUC in her evidence, she had not filed any supporting documents to substantiate the said claim. Therefore it is clear that even for a clerical post the management had fixed the above said educational qualification. But as I said above the letter of the 1st party namely Ex. W4 dated 3-12-1987 she has stated that her age was 25 years (having born in the year 1962) and had completed PUC with English Senior Typewriting with a speed of 45 words per minute. But she had failed to place any document to prove her educational qualification namely alleged completion of PUC. Hence as I quoted above, it can be seen that she had not satisfied the norms of qualifications under the above said recruitment rules prescribed by the management. Therefore, her claim namely for appointment for clerical or typist cannot be considered on the date of the alleged termination in the month of October 1983.

8. Probably her mind could have been provoked by the Ex. W6 namely certificate for passing Sr. English Typewriting in the year 1987 to send the belated application under Ex. W4 after nearly 4 years from the above said alleged date of termination. She has not explained with prose as to why she had not approached the management for her reinstatement between the year 1987 till the date of termination Ex. W4. In her evidence also she had not explained any reason for such a long silence. Again in her evidence at WW2, she had admitted that during her service she was not sign-

ing in the attendance register and any register for having received her salary. But according to her the management had obtained voucher for the payment, found that she was paid Rs. 60 and at sometimes Rs. 240 in a month. The above said evidence of WW2 would support the case of the management namely the 1st party was asked to work some job work and as soon as her work was over she was paid from the impressed money. Therefore, it is clear that the management had not appointed the 1st party as a regular worker even temporarily.

9. Again it had been admitted by the 1st party that she was given job by one Branch Manager, Sri K. S. Nagaraj who himself was examined as WW1 by the 1st party. Even in chief examination the above said Sri K. S. Nagaraj, WW1 had admitted at para 1 that "when the services of the 1st party were terminated there was no need to hold enquiry".

10. At para 7 he also further admits that:

"Because the application, Ex. W4 came late, I party could not be absorbed as consideration of such cases was over."

Though in the same paragraph the WW1 had states that:

"frequent representations were coming from the 1st party for her regularisation."

He had not given any particulars regarding the period of alleged "frequent representation". The main witness who admittedly allowed the 1st party to work in the 2nd party namely WW1 had further clarified at para 10 of his deposition that:

"Recruitment rules were there even in 1980. The rules provided qualification and method of recruitment, age, reservation etc.. 1st party did not satisfy the norms fixed in recruitment rules."

He further clarifies at para 11 that:

"as per recruitment rules even Divisional Manager had no power to make recruitment in respect of regular employees contrary to norms."

Further at para 20, in cross-examination WW1 also admitted that the claim of the 1st party was rejected by Head Office on the ground that she was not in the services of the II party and that she did not possess the educational qualification.

10. Hence, from the above said evidence of 1st party workman would show that only on the valid reasons the claim of the 1st party for her recruitment as regular worker have been rejected by the 2nd party. The above said evidence of WW1 namely the then manager of 2nd party was corroborated by the management witness namely MW1. The MW1 clearly deposed that the claim of the 1st party for her recruitment for regular work could not be considered. Because of the rules and norms fixed by the recruitment rules as shown in Ex. M4 had not been satisfied by the 1st party. Ex. M1 is a letter issued by the Head Office of the 2nd party would clearly show that only after elaborate consideration the claim of the 1st party for her recruitment was rejected.

11. Again, the 1st party marked Ex. W1 namely a copy of letter addressed to the Government of India, Ministry of Labour, dated 27-9-1990 by the Assistant Labour Commissioner, but that letter will no way help in the present case. Ex. W2 is a printed form for a paid cash expenditure register. Ex. W3 is a letter of the WW1 (the then manager of 2nd party) addressed to Chairman-cum-Managing Director. But it is surprise as to how the 1st party was able to get the above said copy of the letter Ex. W3 which could be only in the custody of the management. Of course, it is true that the WW1 in his Ex. W3 addressed to the Chairman-cum-Managing Director of the 2nd party had recommended the name of the 1st party for her absorption in the 2nd party as a very special case. That itself crosses the interest shown by the WW1 towards the 1st party. But as I said earlier on the date of termination the 1st party could not possess the educational qualifications as prescribed under the recruitment rules. Hence the letter Ex. W3 will not help the 1st party.

12. Therefore, her own claim under Ex. W4 dated 3-12-87 for her employment in the 2nd party could not be based

on her alleged continuous service from 1981-83, but it should be only on a separate application. If that be so, I am unable to counterance the argument of learned counsel for the 1st party that since because the 1st party had served in the 2nd party for continuous period of 240 days she will be entitled for relief under Section 25F read with Section 2(o) and 25G of ID Act.

13. It had been further contended by the 1st party that an adverse inference can be drawn in spite of the notice issued to the 2nd party notice by the 1st party to produce vouchers for payment to the 1st party and the letters written by the 1st party they had not produced. This tribunal also on such an application IA No. 3 had passed an order directing the 2nd party to produce the above said document. But the said order was not complied with by the management. Of course, it is true in their counter the management was telling that those documents could not be available. But any how, the learned counsel for the 1st party placed his argument stating that this tribunal could draw adverse inference against the management for their failure to produce the required document.

14. But as I discussed above, it is well decided principle of law that when the court can draw adverse inference against one party who has not produced the relevant documents, only if those documents would help the court to arrive at proper and complete decision in a relevant issue in the concerned case. But as I said earlier the said vouchers claimed by the 1st party would not in any way support the 1st party who is not entitled for her claim namely reappointment as a regular employee. Even according to her she had written a letter Ex. W4 to the 2nd party only after 4 years from the date of her termination. In such circumstances, I do find that those vouchers even if filed will not support the case of the 1st party. Hence I am unable to accept the said argument of the learned counsel for 1st party.

15. Again with respect, I am also of opinion that the decision reported in ILR 1994 Karnataka 2728 as relied on by the counsel for the 1st party will not be applicable to the facts of the present case. Because in the above said decision the Honourable High Court of Karnataka at para 8 had stated that adverse inference could be drawn against a party under Section 114 of Indian Evidence Act only when the documentary evidence "throwing light on matter in issue" is admittedly in possession of a such a party and who had not produced on notice. Therefore, on the entire evidence placed by both the parties in this case and to decide on merits, I hold that since the management of New India Assurance Company Limited was justified in terminating the service of Smt. K. Sumathi, the 1st party is not entitled for any relief of her recruitment on the basis of her alleged continuous service in the 2nd party.

#### AWARD

16. In the result the award is passed rejecting the Central Reference No. 6/91, but on the facts and circumstances of the case without cost. Submit to Government.

17. (Dictated to Personal Assistant transcribed by him corrected and signed by me on this 15th day of January, 1998 Thursday).

K. MOHANACHANDRAN, Presiding Officer

नई दिल्ली, 21 जनवरी, 1998

का.आ. 373.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक आफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-1-98 को प्राप्त हुआ था।

[सं. एल-12012/311/94-आईआर बी-II]

के.बी.बी. उष्णी, डेस्क अधिकारी

New Delhi, the 21st January, 1998

S.O. 373.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 20-1-98.

[No. L-12012/311/94-IR(B-II)]

K. V. B. UNNY, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय,  
जबलपुर म. प्र.

डी.एन. दीक्षित

पीठासीन अधिकारी

प्र.क्र. सीजीआईटी/एलबी/आर/(45)/95

श्री मान सिंह,

आत्मज श्रीचन्द्र वर्मा

नेहरू कालोनी, धाटीपुर

मोरार, ग्वालियर (म.प्र.)

---प्रार्थी

वि.

क्षेत्रीय प्रबंधक,

सेंट्रल बैंक आफ इंडिया

निरमा भवन,

ग्वालियर-4714009(म.प्र.)

---प्रतिप्रार्थी

अवार्ड

दिनांक : 08-01-1998

1. भारत सरकार, श्रम मंत्रालय, नई दिल्ली ने अपने आदेश संख्या एल-12012/311/94-आई.आर. (बी-2) दिनांक 28-2-95 के द्वारा निम्नलिखित विवाद निराकरण हेतु इस न्यायाधिकरण को भेजा है :-

अनुसूची

"Whether the action of the management of Central Bank of India, Gwalior in dismissing Shri Man Singh, Peon, from service w.e.f. 23-11-1990 is legal and justified ? If not, to what relief is the said workman entitled ?"

2. दिनांक 20-10-97 को दोनों पक्ष इस प्रकरण की पेशियों में अनुपस्थित रहे। इस दिनांक से आज तक कोई भी पक्ष या उनके अभिभावक न्यायालय में उपस्थित नहीं हुए। ऐसा प्रतीत होता है कि पक्षकारों को विवाद के निराकरण में कोई रुचि नहीं है।

3. श्रमिक के रुचि न लेने से इस विवाद का निराकरण प्रबंधन के पक्ष में किया जाता है। दोनों पक्ष इस प्रकरण का अपना-अपना व्यय वहन करें।

4. नियमानुसार अवार्ड की प्रतियां भारत सरकार, श्रम मंत्रालय, नई दिल्ली को प्रेषित की जाती हैं।

डी. एन. दीक्षित, पीठासीन अधिकारी